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Title: **AM General Corporation and International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW) Local Union #5 (1996)**

K#: **4154**

Employer Name: **AM General Corporation**

Location: **IN Mishawaka**

Union: **International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW)**

Local: **5**

SIC: **3711**

NAICS: **336112**

Sector: **P**

Number of Workers: **950**

Effective Date: **05/13/96**

Expiration Date: **09/28/05**

Number of Pages: **97**

Other Years Available: **Y**

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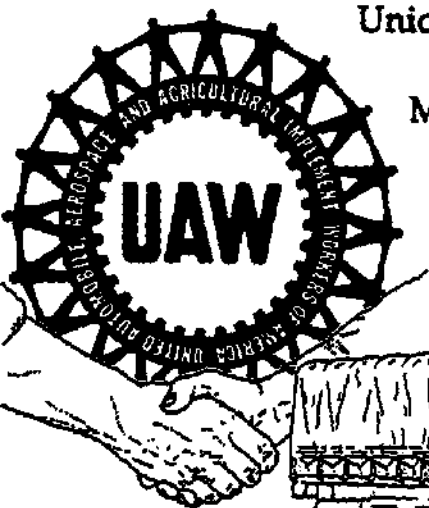
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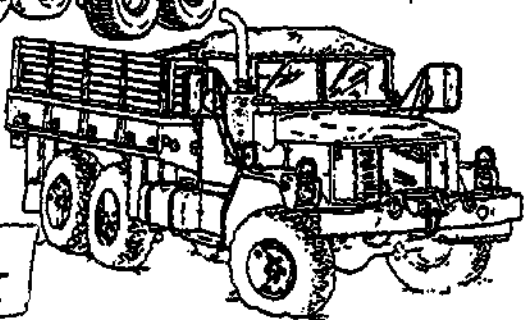
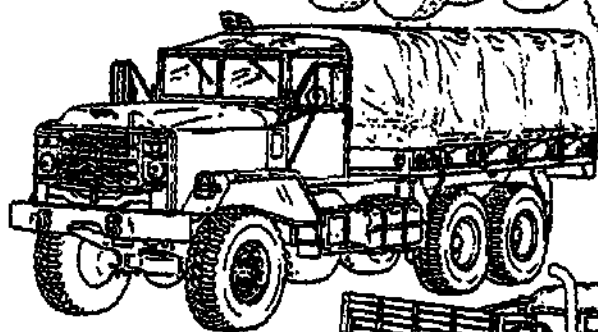
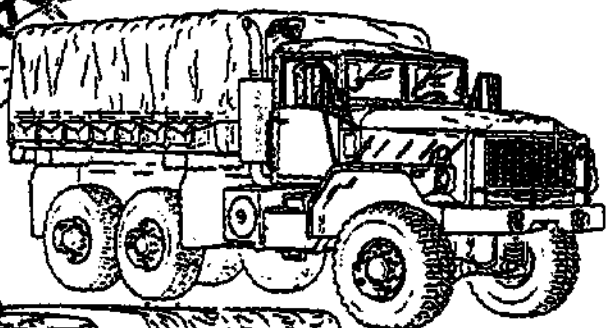
AGREEMENT

83 pgs

between AM General Corporation and International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW) and its Local Union #5 (AM General Unit)



Medium Tactical Trucks
Re-manufacturing/Extended
Service Program Plant
(MTTR-ESP)



eff.

May 13, 1996 - 9/28/2005

As part of this Agreement the Company and the Union desire to continue their support of an Equal Employment Opportunity Policy. Both parties recognize that basic to this policy are employment practices whereby job applicants are treated without discrimination on the basis of race, color, sex, age, national origin, religion or disability.

The Company and the Union jointly administer an Employee Assistance Program. For information contact your Coordinator, Union Representatives or the Health Administrator.

ARTICLE	SUBJECT	PAGE NO.
	Agreement	1
I	Recognition	1
II	Union Shop - Dues Deduction	2
III	Management Rights	4
IV	Equal Employment Opportunity	4
V	Representation	4
VI	Grievance Procedure	7
	Step 1	7
	Step 2	8
	Step 3	8
	Arbitration Procedure	8
	Expedited Arbitration Procedure	9
VII	Discipline and Discharge	10
VIII	Strikes, Work Stoppages and Lockouts	11
IX	Production Standards	12
X	Seniority	13
	Acquiring Seniority	13
	Loss of Seniority	13
	Filling of Vacancies	14
	Permanent Vacancies	14
	Transfer Rights	14
	Temporary Assignments	15
	Reductions in Force and Recall	15
	Displacements by Hummer-SPLO Employees	15
	Non-Temporary Reductions in Force	15
	Temporary Reduction in Force/Inverted Seniority	16
	Returning from Leaves	16
	Probationary Employees	16
	Orientation Period	16
	Seniority Committee	16
	Transfers to Non-Bargaining Unit Positions	16
XI	Interplant Provisions: HUMMER/SPLO - MTTR/ESP	17
	Bidding, Layoff, Recall and Displacement Rights of	
	Hummer/SPLO and MTTR-ESP Employees	17
	PAA Days Cash Out or Carry Over Plant to Plant	18
	Vacation Pay Cash Out or Carry Over Plant to Plant	19
	Bonus Pay Carry Over Plant to Plant	19
XII	Leaves of Absence	19
	Personal Leave	19
	Union Leave	19
	Military Leave	20
	Disability Leave	20
	Family and Medical Leave Act	20
	School Leave	20
	Peace Corps Leave	21

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ARTICLE	SUBJECT	PAGE NO.
XIII	Wage and Skill Based Classification System	21
	Utility Personnel Rates	21
	Labor Pool Personnel Rates	21
	Group Leaders and Rates	21
	Pay Rates	22
	MTTR-ESP Employee Special Adjustments	23
	Labor Pool Provisions	23
	Utility Personnel Provisions	24
	Paydays	24
XIV	Cost of Living Allowance	24
XV	Hours of Work - Overtime	26
	Shift Premium	27
	Time Cards	28
XVI	Overtime Scheduling	28
	Overtime Charging	28
	Overtime Records	29
	Discipline and Overtime	29
	Shift Equalization	30
XVII	Break Time	30
XVIII	Call Back Pay	30
XIX	Reporting Pay	31
XX	Vacations	31
XXI	Holiday Pay	32
XXII	Jury Duty Pay	33
XXIII	Bereavement Leave	33
XXIV	Paid and Unpaid Excused Absence Allowances	34
XXV	Group Insurance	35
	Not Subject to Grievance Procedure	35
	Joint Health Care Committee	35
	Benefits Schedule	35
	Future New Hires	36
XXVI	401 (k) Plan	37
XXVII	Tuition Refund	38
XXVIII	Performance of Bargaining Unit Work by Non Bargaining Unit Personnel	39
XXIX	Safety and Health	39
XXX	Skilled Trades Employees	41
	Journey person Defined	41
	Skilled Trades Classification	41
	Seniority	41
	Reduction in Force	42
	Overtime	42
	Skilled Trades Transfers	42
	Skilled Trades Work Assignments	43
	Skilled Trades Issues	43

ARTICLE	SUBJECT	PAGE NO.
XXXI	Supplemental Unemployment Benefits	43
	Continuation and Amendment of the Plan	43
	Termination of the Plan	43
	Obligations During Term of Agreement	43
	Effect of Termination of Agreement	44
	Governmental Rulings	44
XXXII	Effect of Agreement and Termination	45
	Exhibits	48
	Exhibit A - Attendance Policy	49
	Exhibit B - Temporary Contract Personnel	50
	Exhibit C - Group Leader Duties	
	Letters of Understanding	51
	Christmas Bonus	51
	MTTR-ESP Operations	52
	Team Concept	53
	Training Programs	54
	Local Deliveries	55
	Timekeeping/Payroll	56
	Four Ten Hour Days Schedule	58
	Employees Working During the Shutdown Period	59
	Additional Holidays and Changed Holidays	60
	Joint Health Care Committee	61
	401(K) Committee	62
	Paycheck Stub/Severance Statements	63
	Drug/Alcohol Free Workplace Program	64
	Modified Work Program	67
	Ergonomics Program	68
	Unauthorized Driving of Fork Lifts	70
	Scheduling Therapy	71
	Parking Lot Security	72
	Outsourcing	73
	Matching Hours of Contracted Skilled Trades Services	74
	MTTR-ESP Performance Bonus	75
	MTTR-ESP Stability Bonus	76
	Early Retirement Window Options	77

AGREEMENT

THIS AGREEMENT, made and entered into this 13th day of May, 1996, by and between AM GENERAL CORPORATION in St. Joseph County, Indiana and all immediate surrounding counties, (hereinafter referred to as the "Company") and the INTERNATIONAL UNION, UNITED AUTOMOBILE, AEROSPACE AND AGRICULTURAL IMPLEMENT WORKERS OF AMERICA (UAW) and its LOCAL UNION #5 (AM General Unit) (hereinafter referred to as the "Union") on behalf of the employees in the collective bargaining unit set forth in Article I of this Agreement hereby agree as follows:

This Collective Bargaining Agreement between the Company and the Union supercedes and replaces in its entirety the Extended Service Program (ESP) Collective Bargaining Agreement and all agreements and letters of understanding associated therewith between the Company and the Union effective September 29, 1993 through September 28, 1998. None of the provisions of the superceded ESP Collective Bargaining Agreement shall be applicable after the effective date of this Agreement except as specifically provided in this Agreement. This Agreement shall be effective May 13, 1996 (except that wage increases are effective April 22, 1996), and shall have a termination date of September 28, 2003.

WITNESSETH: The parties hereto mutually agree as follows:

ARTICLE I RECOGNITION

1. The Company recognizes the Union as the exclusive representative of all hourly-rated employees of the Company in St. Joseph County, Indiana, and all immediate surrounding counties for its "Medium Tactical Trucks Re-Manufacturing/Extended Service Program Plant" ("MTTR-ESP" Plant), for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment, subject to and in accordance with the provisions of this Agreement. It is understood that Bargaining Unit employees, as members of Amalgamated Local #5 UAW, may be elected as officers of that Local. The Union will notify the Company in writing of the names of such employees and the effective dates of their assumption of office.

2. For the purpose of this Agreement, the term "employee" shall not include employees of contract service companies retained on a temporary basis, any plant protection employees of the Company and any other employees who are paid on a salary basis, and this Agreement shall not be applicable to such employees. Employees of contract service companies are to be utilized only while screening to hire regular employees. No contract service person will be retained for more than thirty (30) days.

3. The Union recognizes that the primary objective of the Company in recognizing the Union as the representative of the Company's hourly-rated employees of the Company in St. Joseph County, Indiana and all surrounding counties, for purposes of collective bargaining, is to provide orderly collective bargaining relations between the Company and the Union, to secure prompt and fair disposition of grievances, and to prevent interruptions of work and interference with the efficient operation of the Company's business. It is the intent of the Company and the Union that the

procedures in this Agreement shall serve as a means of peaceful settlement of all disputes that may arise between them.

4. This Agreement, including any letters and memorandums, shall be binding upon the Company, its successors and assigns. In the event that the Company disposes of all or part of its operations covered by this Agreement, the parties agree as a condition of such disposition, the acquiring employer shall recognize the Union and accept the terms and conditions of this Agreement.

Note: Also refer to the May 13, 1996 letters regarding MTTR-ESP Operations, Team Concept, Training Programs and Local Deliveries.

ARTICLE II UNION SHOP -- DUES DEDUCTION

1. Employees covered by this Agreement at the time it becomes effective shall be required as a condition of continued employment to become members of the Union on or within ten (10) calendar days after the thirtieth (30th) calendar day following such effective date. Employees, hired after the effective date of this Agreement and covered by this Agreement, shall be required as a condition of continued employment to become members of the Union on or within ten (10) calendar days after the thirtieth (30) calendar day following the beginning of their employment. This section is subject to compliance with applicable state law.

2. The Company shall not retain in its employ in the Bargaining Unit any non-member employee who fails to apply for membership within the period specified above, or any employee who has been a member at any time during the term of this Agreement and who loses membership during the term thereof through resignation or expulsion for nonpayment of periodic dues, reinstatement fees and/or initiation fees uniformly required by the Union as a condition of acquiring or retaining membership.

3. The Company agrees to deduct the monthly dues of employees to this Agreement to the extent that such employees have executed the following assignment, authorization and direction:

AUTHORIZATION TO CHECK-OFF DUES

To: **AM General Corporation** Date _____

I hereby assign to Local Union #5, International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW) from any wages earned or to be earned by me, or from any regular benefits payable under its Supplemental Unemployment Benefit Plan, as your employee (in my present or in any future employment by you), such sums as the Financial Officer of said Local Union #5 may certify as due and owing from me as membership dues, including an initiation or reinstatement fee and monthly dues in such sum as may be established from time-to-time as Union dues in accordance with the constitution of the International Union, UAW. I authorize and direct you, or the Trustee of the Supplemental Benefit Plan, as the case may be, to deduct such amounts from my pay or from any regular benefits, and to remit same to Union at such times and in such manner as may be agreed upon between you and the Union at any time while this authorization is in effect.

4. This assignment, authorization and direction shall be irrevocable for the period of one (1) year from the date of delivery hereof to you, or until the termination of the collective agreement between the Company and the Union which is in force at the time of delivery of this authorization, whichever occurs sooner, and I agree and direct that this assignment, authorization and direction shall be automatically renewed and shall be irrevocable for successive periods of one (1) year each or for the period of each succeeding applicable collective agreement between the Company and the Union, whichever shall be shorter, unless written notice is given by me to the Company and the Union, not more than twenty (20) days and not less than ten (10) days, prior to the expiration of each period of one (1) year, or of each applicable collective agreement between the Company and the Union, whichever occurs sooner.

5. This authorization is made pursuant to the provisions of Section 302 (c) of the Labor Management Relations Act of 1947 and otherwise.

6. Deductions will be made only in accordance with the provisions of said Authorization for Check-Off Dues, together with the provisions of this Article.

7. A properly executed Authorization for Check-Off Dues Form for each employee for whom Union membership dues are to be deducted shall be delivered to the Company before any payroll deductions are made. Deductions of Union membership dues under Authorization for Check-Off Dues Forms delivered to the Company, on or before the fifteenth (15th) day of any payroll month, will be made beginning in the following payroll calendar month.

8. When a properly executed Authorization For Check-Off Dues Form for an employee has been received by the Company as is in effect, the Union membership dues for any payroll calendar month shall be deducted from the earnings in the first (1st) pay period in the succeeding month in which the employee has sufficient net earnings, 40 hours pay due, (after all authorized and required deductions have been made from such earnings) to cover his Union membership dues.

9. In cases where a deduction is made which duplicates a payment already made to the Union by an employee or where a deduction is not in conformity with the provisions of the Union Constitution and By-Laws, refunds to the employee will be made by the Union.

10. Deductions for any payroll calendar month shall be remitted to the Financial Secretary-Treasurer of the Union no later than the last Friday of the payroll month.

11. The Company further agrees to deduct from the pay of an employee a voluntary contribution to the UAW V-CAP. Such employee will execute an "Authorization for Assignment and Check-Off of Contributions to UAW V-CAP" form and contributions will be made in one dollar increments based upon an employee's election. An employee may elect to participate in the UAW V-CAP at any time during active employment status. Changes in the amount of contribution or cancellation of the contribution must be designated in writing. Such changes or cancellations are permitted at the last regular pay period before July 1 and January 1 of each year.

12. The Company will advise the Financial Secretary-Treasurer of the Local Union in writing of receipt by the Company of any written notice from an employee revoking his assignment and authorization to deduct Union membership dues from his pay. Such written advice to the Union shall identify the employee and specify the date notice was received by the Company.

13. The Company shall not be liable to the Union by reason of the requirements of this Section for the remittance or payment of any sum other than that constituting actual deductions made from employee wages earned.

14. The Union shall indemnify the Company and hold it harmless against any loss or claims for damages resulting from the payment to the Union of any sums deducted under this Section and, in the event any action or claim is commenced against the Company to recover from it any sums

deducted under this Section, the Union shall intervene and defend such action or claim and hold the Company harmless, and indemnify the Company against all costs of defense against such action or claim.

15. The Union, at least annually, shall notify the Company in writing as to the method for calculation of deduction from pay for sums properly due and owing to the Union under this Section.

ARTICLE III MANAGEMENT RIGHTS

The right to manage and operate the business of the Company, including, without limitation, the right to hire, promote, discharge, maintain order and efficiency, decide the number and location of facilities, the machine tool equipment, the products to be manufactured, the method of manufacture, schedules of production, the processes of manufacturing or assembling together with all designs, engineering and the control of raw material, semi-manufactured and finished parts, which may be incorporated into the products manufactured, shall be the responsibility of the Management, subject only to the specific provisions of this Agreement.

ARTICLE IV EQUAL EMPLOYMENT OPPORTUNITY

1. As part of this Agreement, the Company and the Union desire to continue their support of the "Equal Employment Opportunity" Policy. Both parties recognize that basic to this policy are employment practices whereby job applicants are treated without discrimination of any kind including, race, color, sex, age, national origin, religion, disability, Union membership or Union activity or lack thereof.

2. Neither the Company nor the Union, in carrying out their obligations under this Agreement, shall discriminate in any manner whatsoever against any employee because of race, color, sex, age, national origin, religion or disability.

3. Wherever in this Agreement a pronoun is used, it shall refer equally where the reference is applicable, to both men and women, in both singular and the plural. When such pronouns differ from those in standard use in related UAW or Company documents, the intent of the existing language shall not be changed.

ARTICLE V REPRESENTATION

1. The Union shall be represented as follows:

(a) By the Chairperson, Recording Secretary, Skilled Trades Committeeman and Off Shift Committeeman of the AM General Unit of Local 5 and by full time Committeepersons who are employees at the MTTR-ESP Plant as follows:

Less than four hundred (400)

bargaining unit employees

at the MTTR-ESP Plant

One (1)

Committeeperson

Four hundred (400) or more bargaining unit employees at the MTTR-ESP Plant	Two (2) Committeepersons
--	-----------------------------

and

(b) By one (1) Steward on each shift in each area of representation having at least seventy five (75) employees, except that there may be a Steward elected in an area of representation having fewer than seventy five (75) employees or there may be more than one (1) Steward in an area of representation where it is mutually agreed between the Company and the Bargaining Committee that the election of an additional Steward would further good relations between the parties. No Steward will be recognized as such until the Bargaining Committee notifies the Human Resources Manager in writing of the election or appointment of such Steward and his area of representation. Several areas may be combined for the purpose of Steward representation. The Bargaining Committee will designate the areas of representation.

An employee shall not be eligible to serve as a member of the Bargaining Committee unless he is an employee with one (1) year of seniority or as a Steward unless he is an employee with six (6) months seniority and is on a permanent job in that area of representation. Where no employee has six (6) months seniority, it is agreed that the Bargaining Committee may designate a Steward. Stewards shall represent only employees working in their particular area of representation. The Bargaining Committee may designate alternates to act in the absence of the regular Committeepersons and Stewards while such Stewards are absent from the facilities; these Steward alternates will be appointed from those employees who are otherwise scheduled to work.

2. One (1) Committeeperson, the Chairman, the Recording Secretary and the Steward may be involved in the Grievance Procedure at the Second Step level. The Skilled Trades Committeeperson and the Off Shifts Committeeperson may be involved as needed. Other Committeepersons may be involved as mutually agreed in advance.

3. One (1) Committeeperson, the Chairperson, the Recording Secretary and the International Union Representative may be involved in the Grievance Procedure at the Third Step level. The Skilled Trades Committeeperson and the Off Shifts Committeeperson may be involved as needed. Other representatives (e.g., Health and Safety Steward) may be involved as mutually agreed in advance.

4. For purposes of collective bargaining for a new labor agreement, the entire Bargaining Committee of Local 5 AM General Unit will be involved.

5. It is mutually agreed that the prompt adjustment of grievances is desirable in the interest of sound relations between the employees and the Company. Subject to the provisions of Paragraph 6 of this Article, a Steward will be permitted to leave the assigned work area during working hours, without loss of pay as hereinafter provided in this Article, for the purpose of handling grievances in accordance with the grievance procedure provided in Article VI of the Agreement, with the understanding that (i) the time will be devoted to the prompt handling of legitimate grievances and the privilege will not be abused and (ii) said Steward will continue to work on the job at all times, except when permitted to leave the work to handle grievances as hereinafter provided. It is the intent of the parties that grievances be investigated as soon as possible and in no event is the Steward to be released to investigate later than two (2) hours after the request is made or one (1) hour before the

end of the shift, whichever comes first. If in the event that release of the Steward becomes a problem, the appropriate Employee Relations person will intervene to correct the problem.

6. A Steward may leave the work area during working hours on the shift to handle a grievance or when presenting a grievance to the Manufacturing Coordinator. Subject to the provisions of this Article, the Company will pay a Steward only for such reasonable time as may actually be required to handle such grievance. A Steward, while handling grievances or meeting with Company representatives, will be paid only for those hours which would otherwise have been worked in the facility. It is the intent of the parties that the Stewards shall work at their regular job (so long as such work is available), except when absent from this job for the purpose of handling grievances. If absent from the job for the purpose of handling grievances immediately prior to the lunch period, they shall report to their Manufacturing Coordinator immediately after lunch and additional time to investigate such grievances will not be denied. A Steward may be in the facility other than during his own shift only when authorized by the Company. If in the event that release of the Steward becomes a problem, the appropriate Employee Relations person will intervene to correct the problem. At such time a Steward is retained for the purpose of discipline hours, he shall be compensated in accordance with Article XV of this Agreement.

In the event that Stewards are spending an undue amount of working time in handling grievances, the matter will be discussed with the Union and corrected.

7. Upon entering a department other than his own area of representation in the course of handling a grievance, a Steward shall notify the Manufacturing Coordinator of that department of his presence and purpose.

8. Meetings of Stewards or other Union representatives may not be held on Company time and property without advance permission from the Company. The Company shall, however, afford each Steward one hour a month at the applicable rate of pay for the purpose of holding a monthly group meeting. Such date to be determined by the Chairperson.

9. Whenever ten percent (10%) or more of the employees in a Steward's area of representation are scheduled to work in that area, the Steward will be offered work, regardless of seniority, on a job which the Steward is able to perform and will be paid the current rate of pay for such work. The Steward will not be part of the original assignment and will be assigned work which he/she is qualified to perform.

The Steward will be assigned to a job which is scheduled to run and which he/she is qualified to perform if such a job is available regardless of classification. If the Steward is not qualified to perform any of the scheduled work, he/she will be assigned to other work which he/she is able to perform and which was not otherwise scheduled.

If the employees are assigned to work in an area other than their normal work area and shift, the Steward will not be assigned to represent such employees, but the employees shall be represented by the Steward assigned to the area in which they are working. In the event there is no elected Steward in the area to which they are assigned, the Bargaining Committee may appoint a temporary Steward or may designate an elected Steward to represent the employees so assigned.

The Bargaining Committee shall work on premium pay hours in the following manner: If ten (10) or more employees are scheduled to work overtime, one (1) Committeeperson will be scheduled at the MTTR-ESP Plant. If fifty (50) or more employees work, two (2) Committeepersons will be scheduled at the MTTR-ESP Plant.

The Chairperson and the Recording Secretary of the AM General Unit of Local 5 or two (2) designees, may be at the MTTR-ESP Plant, if needed. If so, they will be compensated when the MTTR-ESP Plant is at normal production and the Mishawaka and SPLO Facilities are not operating.

The foregoing will not require that Union representatives be offered work or given overtime when employees they represent are not working overtime simply because the starting and/or quitting time of the regular shifts of such employees differ from the regular shift hours of their representative.

10. Union representatives will notify the Employee Relations Office when they leave the facility to conduct Union Meetings or for personal reasons.

11. The Bargaining Committeeperson shall head the Bargaining Unit-wide seniority list during the period of time he is serving the respective office to which he was elected. The Steward shall head the seniority list of his area of representation; except, once the cut-off date has been established during a permanent lay-off and that date includes a Steward's actual seniority, that Steward shall be laid-off in accordance with the provisions in Article X. A temporary Steward shall be appointed, if applicable, from the remaining employees in the area of representation for a thirty (30) day period. If after this time the elected and laid-off Steward has not been recalled to his original area of representation, a permanent Steward election shall be held to replace him. A Steward shall retain his actual seniority for the purpose of job selection within his area of representation.

12. The Chairperson shall advise the Company in writing when changes occur with the Bargaining Committee, Stewards or other Union representatives.

13. The Company will provide at least two (2) bulletin boards upon which the Union will be permitted to post notices concerning Union business and activities. The quantity of bulletin boards may be expanded upon mutual agreement of the parties and there will be agreement on the placement. No notice shall contain matters defamatory of the Company, the Management, the Union, any employee or other entity or person. Notices posted on the bulletin board must be approved by the Human Resources Department prior to posting.

ARTICLE VI GRIEVANCE PROCEDURE

1. It is mutually agreed that the prompt adjustment of grievances is desirable in the interest of sound relations between the employees and the Company. A grievance is defined as an employee complaint relative to the Articles in this Agreement. Grievances shall be settled through the following Grievance Procedure:

2. Grievance Steps

Step 1

Any employee and or Steward who believes he/she has a grievance shall first discuss it with his/her Supervisor and Steward, in an attempt to settle the matter. The Supervisor will provide his/her answer by the end of the working shift. (Working days are Monday through Friday when the Plant is working - excluding holidays).

Any complaint not brought to the attention of the Company within three (3) working days of the alleged violation or three (3) working days from the time the violation could reasonably have been known to the aggrieved, will not constitute a basis for a grievance.

Step 2

If the complaint or grievance cannot be resolved through the above procedure, the grievance shall be reduced to writing, including but not limited to the contract provisions violated, on a form provided by the Company. It shall be dated and signed by the employee, Steward, and Supervisor then filed within four (4) working days of the Supervisor's answer at Step 1. A meeting will then be scheduled within ten (10) calendar days with one (1) Committeeperson, the Steward and the next level of management, who will attempt to resolve the grievance. The Skilled Trades Committeeperson and the Off Shifts Committeeperson may be involved as needed. Other Committeepersons may be involved as mutually agreed in advance. Plant Management will provide a written answer within four (4) working days of such meeting.

Step 3

If the grievance is not resolved at Step 2, it may be appealed to this next step. Such appeal will be in writing and within four (4) working days from the Company's answer at Step 2. Once a grievance has been appealed to Step 3, a meeting will be arranged within ten (10) calendar days between the Plant Manager or the designee, the Human Resources Manager, the Chairperson, the Recording Secretary, one (1) Committeeperson and the International Union Representative who will attempt to resolve the grievance. The Skilled Trades Committeeperson and the Off Shifts Committeeperson may be involved as needed. Other Committeepersons may be involved as mutually agreed in advance.

Within ten (10) working days after the Step 3 meeting, the Company will send its written decision to the Chairperson regarding the grievances that were heard.

Any grievance not appealed from the decision at the First, Second or Third Steps within the allowed time to the next step; will be considered settled on the basis of the last decision and shall not be subject to further appeal or arbitration.

Any grievance not answered within the time limits provided herein may be appealed directly to the next higher step of the grievance procedure. In addition, any delays in answering grievances within the contractually required time periods, other than those which the parties have mutually agreed to extend, shall be made known to the appropriate Employee Relations person for investigation and correction.

ARBITRATION

(a) If the Union desires to submit a grievance to arbitration, it shall give the company notice in writing to that effect within thirty (30) days after a decision has been given in the Third Step of the Grievance Procedure.

(b) Fifteen (15) days after receipt of the notice provided for in the foregoing paragraph (a), the parties shall jointly request the American Arbitration Association to furnish both parties with a list of the names of seven (7) persons. The names shall be selected by the American Arbitration Association. Within five (5) days after receipt of such list, unless a later date is mutually agreed upon, the parties shall meet to choose one arbitrator from such list by alternately striking a name therefrom. A coin toss will determine the first party to strike a name and the process will continue until only one name remains. Either party shall have the right to strike the entire panel once. The parties may, by mutual agreement, select an available arbitrator when necessary in order to expedite the arbitration process.

(c) It shall be the function of the Arbitrator, and he shall be empowered, except as his powers are limited herein, after due investigation, to make a decision in cases of alleged violations of the terms of this Agreement or published Company rules and regulations, and to make a decision upon any question involving the scope of his powers. Except as otherwise expressly provided herein, he shall have no power or authority to rule on or to decide any matter which, under this Agreement, is the sole responsibility of the Management to decide. He shall have no power to add to or subtract from or to modify any terms of this Agreement. He shall have no power to substitute his discretion for the Company's discretion in cases where the Company is given discretion by this Agreement; provided however, that the Company hereby authorizes the Arbitrator, in connection with the decision of any case involving disciplinary discharge, layoff, or other penalty for violation of any provision of the Agreement or of a published Company rule or regulation, to review and make a decision upon its exercise of discretion in the imposition of a penalty, either with respect to the kind or the degree thereof.

(d) Any dispute appealed to the Arbitrator on which he has no power or authority to rule, shall be referred to the parties.

(e) The fees and approved expenses of the Arbitrator shall be paid by the party against whom the Arbitrator renders an adverse decision, and all other expenses shall be borne by the party incurring them. The fees and approved expenses of the Arbitrator in a dispute referred back to the parties under Section 2(d) of this Article, shall be paid by the party against whom the Arbitrator renders an adverse decision.

(f) No claim against the Company resulting from arbitration, including claims for back wages, by an employee covered by this Agreement, or by the Union, shall be valid for any period prior to thirty (30) calendar days before the date when the grievance was first filed in writing.

(g) There shall be no appeal from a decision of the Arbitrator. Each such decision shall be final and binding upon the Union and its members, the employee or employees involved and the Company.

3. Expedited Arbitration Procedure

This procedure shall be implemented with due regard to the following guidelines:

(a) Upon receipt of an appeal to arbitration, the parties will arbitrate subject to the limitations of this Expedited Arbitration Procedure and will appeal the grievance to a pre-selected Arbitrator under this Expedited Arbitration Procedure if there is mutual agreement to do so between the Corporate Labor Relations Manager and the International Union Representative.

(b) The appeal must be made within fifteen (15) calendar days of receipt of the arbitration appeal.

(c) Once the appealed grievance is in the Expedited Arbitration Procedure, the parties shall notify the appropriate designee. The appeal shall include the date, time and place for the hearing. Thereafter, said rules shall apply.

(d) The hearing shall be conducted in accordance with the following:

(1) The hearing shall be informal.

(2) No briefs shall be filed or transcripts made.

(3) There shall be no formal evidence rules.

(4) Each party's case shall be presented by a previously designated representative.

(5) The Arbitrator shall have the obligation of assurance that all necessary facts and considerations are brought before him by the representatives of the parties. In all respects, he shall assure that the hearing is a fair one.

(6) If the Arbitrator or the parties conclude at the hearing that the issues involved are of such complexity or significance as to require further consideration by the parties, the case shall be referred to the regular arbitration procedures and rules.

(e) The Arbitrator shall issue a decision no later than forty-eight (48) hours after the conclusion of the hearing (excluding Saturdays, Sundays and Holidays). His decision shall be based on the record developed by the parties before and at the hearing and shall include a brief written explanation of the basis for his conclusion. The authority of the Arbitrator shall be the same as that provided for Arbitrators in this basic Labor Agreement.

(f) Any grievance appealed to this Expedited Arbitration must be confined to issues which do not involve novel problems and which have limited contractual significance or complexity.

(g) Examples of the type of issues which the parties may appeal to expedited arbitration include discipline (excluding discharge cases) and overtime cases. A discharge case may be processed under this Expedited Arbitration Procedure upon mutual agreement between the Corporate Labor Relations Manager and the International Union Representative and at the request of the discharged employee.

(h) Examples of the type of issues which the parties would not appeal to expedited arbitration include those with a far-reaching effect, those involving policy matters and those involving benefit plans.

(i) The expenses and fee of the Arbitrator shall be paid by the party against whom the Arbitrator renders an adverse decision.

4. All time limits pertaining to Grievance Steps one (1), two (2) and three (3) may be extended upon mutual agreement by both parties.

5. In application of the grievance procedure as identified in this Article, the Union may, after mutual agreement of the parties, have present any witnesses it deems necessary in order to resolve grievances.

ARTICLE VII DISCIPLINE AND DISCHARGE

The Company will not discharge or otherwise discipline any employee without just cause. No employee shall be disciplined until the Union has been notified in writing as to the reason for the action being taken. When an employee has been disciplined by having been suspended or discharged, the Union Representative and the employee so disciplined shall meet with the Plant Manager or his designated representative before the employee is required to leave the facility. The Union Representative(s) may investigate the particular circumstances which resulted in such employee(s) being disciplined by discharge or suspension. The Union may take the matter up as a written grievance to be filed at the Third (3rd) Step of the grievance procedure within five (5) working days after receipt of the written notice of discipline, and the Company shall render a decision on the grievance within twenty-four (24) hours of the grievance hearing. When the employee remains in the facility for purpose of a disciplinary hearing or related discussion with Supervision, he shall be paid for time lost as a result of such hearing or discussion unless a suspension is invoked, in which case the lost time may be applied against such suspension. If the matter is not taken up as a written grievance prior to the expiration of such five (5) day period, the discipline becomes final. The time limitation period provided for in this Article may be extended by mutual agreement, where the nature of the grievance or other circumstances require additional time.

**ARTICLE VIII
STRIKES, WORK STOPPAGES AND LOCKOUTS**

1. During the life of this Agreement, the Union will not cause or approve any action by its members to cause nor will any member of the Union take part in any unauthorized strike or stoppage of any of the Company's operations or picket any of the Company's facilities or premises or any slowdown, curtailment of work or interference with the Company's normal operations.

2. The Company agrees that there shall be no lockouts.

3. The Company agrees that neither the Union, its officers, agents or members shall be liable for damages for unauthorized strikes, stoppages, slowdowns, curtailment of work or interference with the Company's normal operations, if the Union complies with all of the provisions of Section 4 of this Article.

4. The Union agrees to take prompt and effective action in good faith to prevent and end any unauthorized strikes, stoppages, slowdowns, curtailment of work or other interferences with the Company's normal operations in violation of Section 1 of this Article.

The Union's obligations under this Article shall include compliance with the following procedure. Upon the occurrence of any such unauthorized strikes, stoppages, slowdowns, curtailment of work or other interferences with the Company's normal operations, the Company will verbally notify the Union and confirm such notice in writing, and the Union, immediately upon receipt of such verbal notice, will verbally authorize the Company to post the notice hereinafter set forth in this Article over the signature of an authorized Committeeperson of the Union and will confirm such authorization in writing upon receipt of the written notice from the Company.

Dated

TO ALL MEMBERS OF LOCAL #5, UAW
(AM GENERAL UNIT)

FILE COPY

You are advised that the _____ which took place today in Department(s) _____ is in violation of the UAW Constitution and is not authorized by this Local or sanctioned by the International Union, and any other member participating in such violation is hereby notified that he does not have the support of the Union. Those involved are hereby directed to cease immediately any action which adversely affects production and to return without delay to their respective jobs. Any grievance or grievances involved will be promptly processed through the regular grievance procedure provision in the Union Agreement.

BARGAINING COMMITTEE

By: _____
Authorized Signature

Reference to the unauthorized strike, work stoppage, slowdown, curtailment of work or interference with the Company's normal operations, as the case may be, and the departments in which the action took place shall be made in the appropriate blanks.

5. In the event of an unauthorized strike, stoppage, slowdown, curtailment of work or interference with the Company's normal operations in violation of this Agreement, any employee who participates in, provokes, agitates, leads or induces others to take part in any such action shall be subject to discipline, up to and including discharge by the Company.

ARTICLE IX PRODUCTION STANDARDS

Section 1. The Company, consisting of Labor and Management, adheres to the principle of a fair day's pay for a fair day's work.

The establishment and enforcement of production standards and/or work requirements is the responsibility of the Company. The Manufacturing Coordinator will advise the employee and the Steward involved when a standard is initially established or when it is being changed. Production standards shall be fair and equitable and give due consideration to a normal operator working under normal conditions. The Company will provide notice to the Union of any anticipated substantial changes in production schedules. Such notice to be provided two (2) weeks in advance of the change or as soon thereafter as the Company has sufficient detail. Any production standard and/or work requirement shall be fair and equitable, be based on sound work measurement principles and give due consideration to normal operators working under normal conditions, to fatigue and related factors and to quality of workmanship required.

When a timestudy is to be made for the purpose of establishing a new standard or revising an existing standard, the employee and the Steward will be notified prior to commencing the study and the Industrial Engineer will make the employee aware of his presence at the time the study is made. Timestudies for the purpose of establishing a standard will be made only when the regular employee is on the job. It is further understood, it is the Industrial Engineering Department's sole responsibility to make revisions to existing standards. No Manufacturing Coordinator or any other management personnel shall be authorized to make arbitrary changes or perform spot timestudies.

When a standard is not established and the employee is following the prescribed method and using the tools provided in the proper manner and performing at a normal pace, the employee will not be disciplined for failure to obtain the expected amount of production. Before imposing discipline for failure to follow prescribed method or for failure to use the tools in a proper manner, the Manufacturing Coordinator will inform the employee and the Steward in what respect he failed to follow the method or properly use the tools. In cases where sole issues are poor work effort, the Union Timestudy Representative shall be allowed the option of reviewing the work effort before discipline is imposed.

Standard data identifying operations and rates shall be available in the department. Timestudies will be retained in the Industrial Engineering Department but will be shown to the proper Union Representatives promptly when requested in accordance with the Contract. Whenever available, employees will be given a method write-up following their assignment to a new job. It is the responsibility of the Industrial Engineering Department to update job write-ups.

The Company agrees to recognize a maximum of three (3) timestudy representatives to be designated by the Chairperson of the Union. Such representatives will work at their regular jobs

unless excused to investigate matters related to work standards. Whenever a dispute arises regarding a production standard, the proper timestudy representative will be released from his present job within a reasonable time, not to exceed twenty-four (24) hours. In the event the Chairperson or his designee is not available, the appropriate Bargaining Committee person may make such request through the Employee Relations/Safety Coordinator.

An International UAW Industrial Engineer may visit the AM General Facility at a mutually convenient time to review and discuss matters of mutual interest. Any such arrangements will be coordinated by the appropriate International Representative and the Vice President of Human Resources.

Work assignments will be established on the basis of conditions that exist at the time they are placed in effect. The Company will make every effort to maintain these conditions. When conditions do change whereby more or less work is required because of the change, compensating adjustments in work assignments, manpower, spacing of units, line speed, or any combination thereof, will be made.

When a dispute arises regarding production standards established by the Company, the employee shall have the right to follow the grievance procedure, but there shall be no change in the standard until such grievance is finally determined, unless a change is made necessary because of a change in the production schedule.

Section 2. The grievance procedure, as set forth in Article VI, shall apply to production standard grievances, except in the event that the dispute cannot be resolved by the first (1st), second (2nd) or third (3rd) steps of the Grievance Procedure, the dispute shall be referred to the International Union's Timestudy Specialist assigned to the International Union's Headquarters in Detroit, Michigan, and to the appropriate Company Chief Timestudy Engineer for final determination.

No employee, or group of employees, shall engage in any act or action prohibited by Article VIII herein until this procedure has been followed, and not then unless authorized by the International Union and until five (5) days after the Company has received notice from the International Union of such authorization.

ARTICLE X SENIORITY

A. Seniority

1. Seniority shall be determined by the employee's date of first employment (or reemployment following a break in seniority) at the MTTR-ESP Plant, except that employees entering into the MTTR-ESP Plant from other AMG Plants represented by Local 5, including the 2 1/2 Ton ESP Plant as of the date of this Agreement, may carry their seniority into the MTTR-ESP Plant. Ties in seniority will be broken by badge numbers.

2. Seniority is broken in the manner set forth below:

- A) an employee quits;
- B) an employee is discharged for just cause;
- C) if the employee is absent from work for three (3) consecutive work days or if the employee overstates a leave of absence unless there is a reasonable excuse;

D) an employee fails to return to work from layoff within five (5) consecutive working days from the date the recall letter, sent by certified mail, was postmarked, unless there is a reasonable excuse;

E) If a seniority employee is absent due to an occupational or non-occupational physical disability or laid off for a continuous period equal to the seniority he acquired up to the time of such disability or layoff or three (3) years, whichever is greater. If a seniority employee is on sick leave and the Company establishes a cut-off date and the employee is below the cut-off date, he will be treated as though he is on lay-off status for purpose of this paragraph;

F) an employee retires.

3. Employees are required to furnish the Company with their most recent address and telephone number.

B. Filling of Vacancies

1. Permanent Vacancies

An open job within a SBC will first be posted within that SBC. All employees within the SBC may apply for transfer (in accordance with the Application for Transfer procedure) to the open job and will be awarded the opening based on qualifications and seniority.

The least senior qualified person within a SBC will be required to fill an open job within the SBC if it cannot be filled by posting.

A joint Labor-Management Committee will be established to determine if employees are qualified for advancement to the Advanced Level. The committee will be comprised of the Skilled Trades Committeeperson and one (1) other Committeeperson and two (2) Management Representatives. Employees will be advanced to the Advanced Skill Level when deemed qualified.

If the Joint Committee cannot meet in a timely manner, the employee's Advanced Skill Level pay will be retroactive back to the point of when he/she achieved full Advanced Skill Level abilities.

Transfer Rights

Employees who have one (1) year of seniority will be given an opportunity to transfer to SBC's, other than their own SBC, for other than temporary jobs, in the following manner:

After all employees in a SBC have filled all open jobs in their SBC, remaining open jobs in the SBC will be posted plant wide. Such open jobs will be posted at the Entry Level.

The Company will post each permanent vacancy for a twenty six (26) hour period.

The posting will indicate the SBC, shift, department, descriptive summary of the duties and the required qualifications. The employee must have an Application For Transfer on file no later than the end of the twenty six (26) hour period after each such vacancy is posted, to be eligible for such vacancy. The Application For Transfer should show, on its face, whether the employee has experience or qualifications for the SBC for which he is applying. A copy of all job postings and a list of awarded jobs will be forwarded to the Bargaining Committee.

A permanent vacancy in an SBC, will be awarded to the employee with the greatest seniority who is at the Advanced Skill Level in the SBC from which such employee is transferring, provided the employee meets the requirements of the posting.

If prior to five (5) days worked in the new SBC, an employee elects to return to the SBC from which he/she transferred, any vacancy in the SBC from which he returns shall be posted plantwide. An employee who elects to return to a classification under the provisions of this paragraph may not apply for another position outside of his SBC for one (1) year.

In slotting an employee in the appropriate SBC Level, he/she will be credited with that portion of his/her work experience which enables him/her to meet the knowledge, skill and ability requirements in the SBC to which he/she transfers. Prior to achieving the Advanced Skill Level status in the SBC to which such employee transfers, the employee will be paid the equivalent hourly rate for the skill compensation level in which the employee qualifies upon transfer. Entry Level personnel may at times perform tasks which are normally performed at the Advanced Level.

2. When the Company wants to assign employees to a job other than their regular job, the Company will ask from the top and force from the bottom, first within the SBC on the shift then outside the SBC among qualified employees on the shift. Such employees will be paid their current pay rate or the rate their skill level entitles them to on the SBC to which they are assigned, whichever is higher.

When it is necessary to move second (2nd) or third (3rd) shift personnel from their regular second (2nd) or third (3rd) shifts to the first (1st) shift for Company convenience on a temporary basis, the appropriate shift premium will be paid for up to two (2) weeks.

C. Reductions in Force and Recall

DISPLACEMENTS BY HUMMER-SPLO EMPLOYEES

When an MTTR-ESP employee is displaced from a SBC by a laid off employee from the HUMMER-SPLO facilities, the MTTR-ESP employee may only use his/her seniority to displace the least senior person in another SBC where he/she has achieved Advanced Skill Level status, provided that he/she can satisfactorily perform the work with minimal (1/2 day or less) training required, except that an employee may use his/her seniority to displace the least senior person in the General Labor SBC if no more than minimal (1/2 day or less) training is required.

NON-TEMPORARY REDUCTIONS IN FORCE

When it becomes necessary to reduce the workforce, in a non temporary situation, i.e. more than six (6) months, employees will be laid off or stepped back in reverse order of their seniority within each SBC Level beginning with the lowest SBC Level, unless otherwise mutually agreed to by the parties.

An employee displaced from his/her SBC may use his/her seniority to displace the least senior person in another SBC where he/she has achieved Advanced Skill Level status, provided that he/she can satisfactorily perform the work with minimal (1/2 day or less) training required, except that an employee may use his/her seniority to displace the least senior person in the General Labor SBC if no more than minimal (1/2 day or less) training is required.

Recall to or step-up into the SBC shall be made in the reverse order so that the same experienced people shall return to jobs in the same positions relative to one another that existed prior to the reductions. Employees will have right of first recall to their SBC, then to any other SBC in which they have achieved Advanced Skill Level status provided they can satisfactorily perform the

work with no training required, except that employees may be recalled to the General Labor SBC if they can satisfactorily perform the work with minimal (1/2 day or less) training required.

If there are no employees qualified for recall to the General Labor SBC, the Company, will recall laid off employees to the General Labor SBC prior to hiring new employees.

TEMPORARY REDUCTION IN FORCE/INVERTED SENIORITY

During temporary layoffs of up to six (6) months, employees can irrevocably choose to go on layoff by exercising their inverted seniority rights. When a temporary reduction in force occurs, employees can be offered an inverted seniority layoff by plant wide seniority within a SBC. Such employees will be replaced by junior employees in the SBC.

If it becomes known the layoff will exceed six (6) months, laid off employees will have the option to return to work or remain on layoff until such time they can be permanently recalled in accordance with this Article.

If no employee(s) or an insufficient number of employees volunteer for the Inverted Seniority Layoff, the SBC will be reduced by eliminating the employee(s) with the least seniority in the SBC in the following manner:

First - Entry Level

Second - Advanced Level

D. Employees returning from leaves of absence who are no longer qualified to do the job they left, may displace the least senior person in the General Labor SBC or the least senior person in any other SBC where they have reached the Advanced Level and where they can satisfactorily perform the work with minimal (1/2 day or less) training.

E. Probationary Employees

New employees and those hired after a break in seniority will be regarded as probationary employees for the first six (6) consecutive months of employment and will receive no seniority credit during such period. Probationary employees may be laid off or discharged as exclusively determined by management provided this will not be used for purposes of discrimination because of membership in the Union. Employees who complete their probationary period shall receive full seniority credit from the date of initial hiring or rehiring.

ORIENTATION PERIOD

The Union shall be afforded the opportunity to provide an orientation to probationary employees regarding proper Union matters. This period of orientation shall be provided within or following the Company period of orientation.

F. The parties discussed and reviewed the procedures that have been agreed upon by the Seniority Committee and have been used in daily operations within the plant. Any disputes arising from these procedures should be referred to the Seniority Committee for resolution. These procedures may be amended, deleted, changed, or modified as is needed by mutual agreement of the Seniority Committee.

G. An employee transferred to a non-bargaining unit position, will be credited with the seniority they had accrued at the time of the transfer.

**ARTICLE XI
INTERPLANT PROVISIONS
HUMMER/SPLO - MTTR/ESP**

Notwithstanding the provisions of any other Agreement between the Company and the Union to the contrary, the movement of employees between the HUMMER-SPLO facilities and the MTTR-ESP Plant shall be governed by this Article and the following provisions shall apply.

A. Subject to the provisions of Section F of this Article, employees at the Hummer-SPLO facilities with established seniority rights will be permitted to bid only on vacant positions in the HUMMER-SPLO facilities. Employees with established seniority rights at the MTTR-ESP Plant will be permitted to bid only on vacant positions in the MTTR-ESP Plant.

B. An employee covered by the HUMMER-SPLO Agreement prior to May 13, 1996 who is thereafter laid off, can exercise the following options and the following provisions shall apply.

1. Such an employee may elect to displace the least senior entry level employee in a SBC at the MTTR-ESP Plant, if qualified, and if such employee's seniority is greater than that of the least senior Entry Level employee in a SBC at the MTTR-ESP Plant. In the event that such an employee is not entitled to displace in accordance with the foregoing sentence, then that employee may displace the employee with the least seniority in the General Labor SBC at the MTTR-ESP Plant if such employee's seniority is greater than that of the least senior General Labor SBC employee at the MTTR-ESP Plant. In the event that such an employee is not entitled to displace in accordance with the foregoing sentence, such an employee shall be laid off. HUMMER-SPLO employees who displace MTTR-ESP employees are then subject to the normal seniority provisions of the MTTR-ESP Plant Agreement.

Laid off HUMMER-SPLO employees may elect to displace Temporary Contract Personnel at the MTTR-ESP Plant if they are qualified to perform the Temporary Personnel person's job assignment, subject to all other provisions of this Article.

2. Such an employee may elect to be laid off and waive rights to exercise displacement rights at the MTTR-ESP Plant until: a) unemployment compensation and SUB are exhausted; or b) for an indefinite period. Such employees must provide a thirty (30) day notice to the Company of their desire to exercise displacement rights at the MTTR-ESP Plant in connection with this option. Laid off HUMMER-SPLO employees who displace MTTR-ESP employees at the MTTR-ESP Plant would be subject to B.1. above.

3. Laid off HUMMER-SPLO employees who elect to displace employees at the MTTR-ESP Plant may not return to the HUMMER-SPLO Plant unless the Company recalls those employees.

4. If a laid off HUMMER-SPLO employee elects to immediately displace an employee at the MTTR-ESP Plant, the Company will be permitted to recall other laid off HUMMER-SPLO employees to the HUMMER-SPLO facilities for temporary situations in lieu of recalling employees from the MTTR-ESP Plant.

5. A HUMMER-SPLO employee who displaces an employee at the MTTR-ESP Plant will carry his/her seniority date to the MTTR-ESP Plant, and that seniority date shall have application in connection with future job movements at the MTTR-ESP Plant.

C. The aforementioned lay-off provisions will not apply to any employee hired into the HUMMER-SPLO facilities on or after May 13, 1996. Such employees will not be entitled to displace employees in the MTTR-ESP Plant. In the event of a layoff, however, said employees will receive preferential hiring rights over applicants for employment to open jobs at the MTTR-ESP Plant, based upon their seniority and qualifications for such open jobs and subject to recall to the HUMMER-SPLO facilities by the Company. Such HUMMER-SPLO employees may carry their seniority into the MTTR-ESP Plant.

D. Employees of MTTR-ESP who have seniority at the Hummer-SPLO facilities will be recalled to HUMMER-SPLO when jobs become available. Such employees can choose to exercise their recall rights or stay at MTTR-ESP. If they choose to stay at MTTR-ESP they must stay for one (1) year following the date they refuse recall. However, if they are subsequently laid off from MTTR-ESP, they may then exercise their seniority at HUMMER-SPLO.

E. Current MTTR-ESP employees who were hired prior to February 26, 1996 but who have never established seniority under the HUMMER-SPLO Agreement and all employees hired into MTTR-ESP on or subsequent to February 26, 1996 shall not be entitled to displace employees at the HUMMER-SPLO Plant. In the event of a layoff, however, said employees will receive preferential hiring rights over applicants for employment to open jobs at the HUMMER-SPLO facilities based upon their seniority and qualifications for such open jobs and subject to recall to MTTR-ESP by the Company. Such MTTR-ESP employees may carry their seniority into the HUMMER-SPLO facilities.

F. 1. Subject to the provisions of Section F.2. herein, HUMMER-SPLO employees employed as of April 26, 1996 will be given the opportunity, during the two time periods set forth below to apply for open jobs at the MTTR-ESP plant:

(a) Immediately following May 12, 1996, said employees will be given a forty-five (45) calendar day period in which to apply for such open jobs; and

(b) At a time to be mutually agreed to by the parties following the commencement of regular production on the MTTR program, said employees will be given a forty-five (45) calendar day period in which to apply for such open jobs.

2. Such HUMMER-SPLO employees will be awarded open jobs at the MTTR-ESP Plant if qualified for the jobs in question and based upon their seniority at the HUMMER-SPLO facilities. Employees awarded such jobs must remain at the MTTR-ESP Plant for one (1) year and thereafter may only return to the HUMMER-SPLO facilities, if recalled.

G. PAA Days - Cash Out or Carry Over Plant to Plant. PAA Days can be cashed out or carried into either facility. Notwithstanding the foregoing, the entitlement for employees who are recalled to the HUMMER facility will not exceed forty (40) hours of Paid Absence Allowance in the PAA year. If an employee chooses to carry his/her PAA Days into the MTTR-ESP Plant, he/she can request that those days in excess of the days allowed in the MTTR-ESP Agreement be paid in a lump sum amount prior to commencing employment in that facility. PAA Days cannot be duplicated between the plants and only the accrued portion of PAA Days are subject to lump sum payment treatment in accordance with the foregoing sentence. The lump sum payment for excess PAA Days elected by an employee will not be eligible for immediate contribution into the 401(K) Plan upon commencement of employment in a different plant, but will be eligible for such contribution, at the employee's selection, at such time that a 401(K) contribution and Company match are scheduled by the Payroll Department.

H. Vacation Pay - Cash Out or Carry Over Plant to Plant. Employees at the HUMMER-SPLO facilities will be "cashed out" on accumulated vacation pay when such employees are transferred or recalled into the MTTR-ESP facility. Any weeks of vacation not used will be carried to the MTTR-ESP facility and if the weeks used for vacation at the HUMMER-SPLO facilities are equal to or in excess of his/her vacation entitlement allowed under the MTTR-ESP agreement, the employee's vacation entitlement will have been satisfied. If upon transfer or recall to MTTR-ESP the employee has unused vacation time available that can be taken after transfer or recall to MTTR-ESP, such employee will be subject to Article XX of the MTTR-ESP Agreement, but in no event will the employee be entitled to take any vacation beyond the unused vacation time available that the employee carried over from HUMMER-SPLO for the remainder of the vacation year following the date of such transfer or recall to MTTR-ESP. MTTR-ESP employees recalled to the HUMMER-SPLO facilities will be "cashed out" on vacation pay according to the unused vacation weeks to which they are entitled under the MTTR-ESP Agreement. Employees recalled to Hummer-SPLO will carry their unused weeks of vacation to the HUMMER-SPLO facilities. Upon recall to the HUMMER-SPLO facilities, such employees will be subject to Article XIV, Section 10 of the HUMMER-SPLO Agreement. Under no circumstances can weeks of vacation be duplicated between plants.

I. Bonus Pay - Carry Over Plant to Plant. Upon scheduled payment of bonuses, employees will be prorated the portion they earned in either the MTTR-ESP or HUMMER-SPLO facilities. In no case will bonus payments be duplicated.

ARTICLE XII LEAVES OF ABSENCE

1. An employee with seniority may be granted a personal leave of absence for a period which may not exceed thirty (30) days per year upon written application of the employee and approval by the Human Resources Manager and the respective Plant Manager. In no event will a leave of absence be granted so an employee may pursue another gainful occupation. Such leave of absence may, in extraordinary cases, be extended for up to six (6) months, upon investigation and approval by the appropriate Company representatives and the Union. When an employee's request for personal leave has been denied the employee shall have the right to appeal such denial to the Vice President of Human Resources who will render a decision in writing within twenty-four (24) hours. An employee returning from leave of absence shall return to his regular job if it is still in operation; if not, he may exercise his rights under Article X.

Employees returning to work after having been on leave of absence resulting from illness or injury, will be required to be cleared through the Company Doctor only, if in the opinion of Management, the nature of the illness is such that a premature return-to-work could result in Company liability, as a result of re-injury or accident as a result of the original disability. Such employee shall be paid at his/her prevailing wage rate for time lost if he/she is found to be fit for work.

2. An employee elected or selected to perform Union duties, or an employee selected to work on approved employee activities who has the approval of the Union, will be granted a leave of absence only for the period during which such employee actually is occupying the job or office for which the leave was approved, provided that the number of such employees shall not exceed fifteen (15) at any one time. In addition, an employee elected or appointed to public office will be granted a leave during the time which such employee is occupying the public office to which elected or

appointed. Seniority will accumulate during such leave and upon return from such leave, the employee shall report to the Personnel Office to be returned to said employee's regular job if it is still in operation if he/she is still qualified to satisfactorily perform the work with a minimal amount of training. If not, he/she may exercise his/her rights under Article X.

3. **MILITARY LEAVE OF ABSENCE.** An employee who is inducted into or enlists voluntarily in the Armed Service of the United States, in accordance with the provisions of the Uniformed Services Employment and Re-Employment Rights Act, shall be granted a leave of absence and his seniority shall continue to accumulate during the initial period of induction or enlistment. Upon termination of such period of induction or enlistment, in accordance with the provisions of said Act, he shall have such re-employment and other rights as may be provided for under applicable federal laws in effect at the time.

4. **DISABILITY LEAVE.** Employees who are placed by the Medical Director on a sick leave of absence due to an industrial accident or admitted occupational disease shall continue on such leave for such period of time, as in the opinion of the Medical Director, they are unable to work in the facility because of such disability and their seniority shall continue to accumulate during the period of such leave.

An employee returning from sick leave who has been released by his doctor without work restrictions, and has given the Company sufficient notice of his return, will not be delayed in excess of one (1) hour awaiting reassignment and will be paid his prevailing wage rate.

Employees reporting in advance of their release date shall be assigned to a job for the date of their release. Employees reporting to work on the day of such scheduled release will not be delayed awaiting reassignment---

If a dispute arises over the disallowance of a disability leave under this Section, then a mutually agreed upon disinterested physician will be empowered to decide if such disability leave should be granted or continued.

A period of three (3) years or the length of the employee's seniority, whichever is greater, will be granted for disabilities due to illness or accident and provided medical evidence is furnished. Upon termination of disability, said employee shall return to his regular job; if it is still in operation; and, if not, he/she may exercise his/her rights under Article X.

The employee must notify the Company as soon as possible of such disability. In notifying the Company the employee, or some member of his immediate family or the Union Representative, shall fill out on a form furnished by the Company, an Application For Sick Leave; or, the employee may send a telegram or a registered letter applying for sick leave.

5. When an employee is sent home by the Medical Department as a result of a job related illness or injury, such employee shall be paid at his prevailing wage rate for time worked and straight time for all hours scheduled for the balance of the day.

6. **FAMILY AND MEDICAL LEAVE ACT.** The parties agree to comply with the requirements of the Family and Medical Leave Act of 1993.

7. **SCHOOL LEAVE.** An employee with one (1) year or more seniority may be granted a leave of absence to attend school for a fixed period covering two (2) school years. In no event shall the school leave be granted for a period in excess of twenty-four (24) calendar months. All school leaves must have a definite starting and expiration date, beginning with the starting date of the school year and ending with the last day of school. Short term returns to work during the period of such approved leave shall not be permitted. School is defined as a recognized high school, technical school, college or university. An employee shall not accrue pension credits and shall retain, but cease to accumulate, seniority while on such leave.

The employee applying must comply with the following rules:

- (a) Submit proof of enrollment and the name of the school;
- (b) The number of hours being carried and a receipt for paid tuition;
- (c) Maintain good standing in the Union in accordance with the provisions of Article II of this Agreement.

8. **PEACE CORPS LEAVE.** An employee who enlists in the Peace Corps shall be placed on leave for a period of not to exceed two (2) years from the date of his initial enlistment in the Peace Corps and shall continue to accumulate seniority during the period of such enlistment. Upon termination of such period or enlistment, the employee shall be returned to his regular job if it is still in operation if he/she is still qualified to satisfactorily perform the work with a minimal amount of training. If not, placement will be made under Article X.

ARTICLE XIII WAGES AND SKILL BASED CLASSIFICATION SYSTEM

A. Wage and Skill Based Classification System

- 1) It is understood that job scope and responsibilities for all employees will be described in a general manner to ensure coverage of the wide range of authority and diverse responsibilities for which employees will be compensated.
- 2) While each employee will have a title and be assigned to a SBC, his/her responsibilities will routinely provide the opportunity for a variety of operational and maintenance work.
- 3) Employees will perform simple preventive, routine and corrective maintenance on the equipment they customarily operate.
- 4) Employees will also be expected to maintain housekeeping in their areas.
- 5) Each employee will be paid based upon his/her qualifications within his/her SBC irrespective of the actual work he/she may perform on any given day.

The Company may create, change, combine, or abolish SBC's at any time and determine the qualifications for such classifications. It is the intent of the Company that creating, changing, combining or abolishing SBC's or changing qualifications for SBC's shall be done for reasons which will improve efficiency, reduce cost, improve administration or other such good cause. The Company will meet with the Union, in advance to discuss such actions.

Labor Pool and Utility personnel will be paid fifty cents (\$.50) above their base rate.

Employees assigned Group Leader status will be paid fifty cents (\$.50) above their base rate.

Group Leader duties have been agreed upon by the Parties. See Exhibit C.

Labor Pool, Utility personnel and Group Leaders must all be at the Advanced Level of their permanent SBC.

An employee may receive no more than one (1) of the premiums for Labor Pool, Utility or Group Leader.

There are training steps, defined as Skill Compensation Levels within each classification. As of the effective date of this Agreement, the SBC's and compensation levels are as follows:

REGULAR STRAIGHT TIME BASE HOURLY PAY RATES

Effective April 22, 1996				
General Labor				
Employee's Seniority	Entry Level	Advanced Level	Labor Pool	Utility
New Hire	\$ 9.00	\$ 9.20	\$ 9.70	\$ 9.70
1 Year	9.20	9.70	10.20	10.20
2 Years	9.70	10.20	10.70	10.70
5 Years	11.70	12.20	12.70	12.70
10 Years	13.70	14.20	14.70	14.70
15+ Years	15.70	16.20	16.70	16.70

Effective September 22, 2003				
General Labor				
Employee's Seniority	Entry Level	Advanced Level	Labor Pool	Utility
New Hire	\$ 9.20	\$ 9.70	\$10.20	\$10.20
1 Year	9.70	10.20	10.70	10.70
2 Years	10.20	10.70	11.20	11.20
5 Years	12.20	12.70	13.20	13.20
10 Years	14.20	14.70	15.20	15.20
15+ Years	16.20	16.70	17.20	17.20

Effective April 22, 1996				
Material Handling				
Employee's Seniority	Entry Level	Advanced Level	Labor Pool	Utility
New Hire	\$ 9.00	\$ 9.20	\$ 9.70	\$ 9.70
1 Year	9.20	9.70	10.20	10.20
2 Years	9.70	10.20	10.70	10.70
5 Years	11.70	12.20	12.70	12.70
10 Years	13.70	14.20	14.70	14.70
15+ Years	15.70	16.20	16.70	16.70

Effective September 22, 2003				
Material Handling				
Employee's Seniority	Entry Level	Advanced Level	Labor Pool	Utility
New Hire	\$ 9.20	\$ 9.70	\$10.20	\$10.20
1 Year	9.70	10.20	10.70	10.70
2 Years	10.20	10.70	11.20	11.20
5 Years	12.20	12.70	13.20	13.20
10 Years	14.20	14.70	15.20	15.20
15+ Years	16.20	16.70	17.20	17.20

Effective April 22, 1996				
Welder				
Employee's Seniority	Entry Level	Advanced Level	Labor Pool	Utility
New Hire	\$ 9.20	\$ 9.70	\$10.20	\$10.20
1 Year	9.70	10.20	10.70	10.70
2 Years	10.20	10.70	11.20	11.20
5 Years	12.20	12.70	13.20	13.20
10 Years	14.20	14.70	15.20	15.20
15+ Years	16.20	16.70	17.20	17.20

Effective September 22, 2003				
Welder				
Employee's Seniority	Entry Level	Advanced Level	Labor Pool	Utility
New Hire	\$ 9.70	\$10.20	\$10.70	\$10.70
1 Year	10.20	10.70	11.20	11.20
2 Years	10.70	11.20	11.70	11.70
5 Years	12.70	13.20	13.70	13.70
10 Years	14.70	15.20	15.70	15.70
15+ Years	16.70	17.20	17.70	17.70

Effective April 22, 1996				
Paint Repair				
Employee's Seniority	Entry Level	Advanced Level	Labor Pool	Utility
New Hire	\$ 9.20	\$ 9.70	\$10.20	\$10.20
1 Year	9.70	10.20	10.70	10.70
2 Years	10.20	10.70	11.20	11.20
5 Years	12.20	12.70	13.20	13.20
10 Years	14.20	14.70	15.20	15.20
15+ Years	16.20	16.70	17.20	17.20

Effective September 22, 2003				
Paint Repair				
Employee's Seniority	Entry Level	Advanced Level	Labor Pool	Utility
New Hire	\$ 9.70	\$10.20	\$10.70	\$10.70
1 Year	10.20	10.70	11.20	11.20
2 Years	10.70	11.20	11.70	11.70
5 Years	12.70	13.20	13.70	13.70
10 Years	14.70	15.20	15.70	15.70
15+ Years	16.70	17.20	17.70	17.70

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REGULAR STRAIGHT TIME BASE HOURLY PAY RATES (continued)

Effective April 22, 1996				
Automotive Electrical Repair				
Employee's Seniority	Entry Level	Advanced Level	Labor Pool	Utility
New Hire	\$ 9.70	\$10.20	\$10.70	\$10.70
1 Year	10.20	10.70	11.20	11.20
2 Years	10.70	11.20	11.70	11.70
3 Years	11.20	11.70	12.20	12.20
4 Years	11.70	12.20	12.70	12.70
5 Years	12.20	12.70	13.20	13.20
10 Years	14.70	15.20	15.70	15.70
15+ Years	16.70	17.20	17.70	17.70

Effective September 22, 2003				
Automotive Electrical Repair				
Employee's Seniority	Entry Level	Advanced Level	Labor Pool	Utility
New Hire	\$10.20	\$10.70	\$11.20	\$11.20
1 Year	10.70	11.20	11.70	11.70
2 Years	11.20	11.70	12.20	12.20
3 Years	11.70	12.20	12.70	12.70
4 Years	12.20	12.70	13.20	13.20
5 Years	12.70	13.20	13.70	13.70
10 Years	15.20	15.70	16.20	16.20
15+ Years	17.20	17.70	18.20	18.20

Effective April 22, 1996		
Skilled Trades		
Employee's Seniority	Entry Level	Advanced Level
New Hire	\$13.00	\$13.50
2 Years	15.50	16.00
5 Years	20.50	21.00

Effective September 22, 2003		
Skilled Trades		
Employee's Seniority	Entry Level	Advanced Level
New Hire	\$13.50	\$14.00
2 Years	16.00	16.50
5 Years	21.00	21.50

The 1996 wages implemented under this Labor Agreement are implemented effective April 22, 1996.

Non-HUMMER MTTR-ESP employees who were employed at the ESP Plant prior to February 26, 1996 will receive a fifty cent (\$.50) wage increase on April 22, 1996. As the base wage rates set forth in this Article become equal to these employees' base wage rates, these employees will be paid the base rate set forth in this Article.

All non-HUMMER MTTR-ESP employees who were employed at the ESP Plant on April 22, 1996, will receive an additional fifteen cent (\$.15) wage increase effective April 22, 1996 to compensate for PAA days. As the base wage rates set forth in this Article become equal to these employees' base wage rates, these employees will be paid the base rates set forth in this Article.

LABOR POOL

A Labor Pool will be comprised of Advanced Level personnel from each SBC and will be required to satisfy the needs of the plant, such as, but not limited to: retrofits, vacations, leaves of absence, excessive absenteeism and to provide for quick release of personnel to Mishawaka-SPLO. Labor Pool personnel will be assigned temporary jobs and assignments will not exceed 180 days in duration. However, if no temporary jobs exist, labor pool personnel will be placed wherever their skills can best be utilized.

Work Assignments

The Supervisor of the receiving department will be informed of the start and end time of the assignment. If an employee completes an assignment early, the person will report back to the office for the next assignment.

If it is determined by the Company that additional Labor Pool persons are needed on a permanent basis, those openings will be posted. If the need is only to cover an influx of temporary jobs (60 days or less), the jobs may be filled by people in between jobs or recalls from lay-off.

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If Labor Pool employees refuse an assigned job, they will be removed from the Labor Pool. If all available Utility employees in a SBC are being utilized, Labor Pool employees may be used on an availability basis to cover absentees as long as the assignment is made through the Labor Pool.

Representation

A Union Steward will be elected for the Labor Pool to handle issues which are Labor Pool related. Problems related to the job or department to which the Labor Pool person is assigned will be handled by the Steward within that area of representation.

Miscellaneous

Labor Pool employees will work any overtime which occurs on the job to which they are assigned. Due to the experimental stage of the Labor Pool, these Labor Pool provisions may be changed by mutual consent.

A Manpower Coordinator for the Labor Pool will be assigned through the regular transfer/bidding process with regard made to qualifications, skill, and seniority. Management will have the final determination in the selection process.

The posting will contain a description of the skills and general duties of the Manpower Coordinator.

It will be the responsibility of Management to keep the Manpower Coordinator informed on schedule changes, build schedules, vacations, and any other type of information that will result in temporary assignments.

UTILITY PERSONNEL

Utility personnel may also be utilized plantwide. Utility personnel will be chosen by seniority using the traditional method.

PAYDAYS

Employees shall be paid by check each Friday during usual working hours. Second (2nd) shift employees shall receive their paychecks prior to the first break of their shifts each Thursday. Third (3rd) shift employees shall receive their paychecks prior to the first break of their shifts each Wednesday.

Note: Also refer to the May 13, 1996, letters regarding Timekeeping/Payroll, Paycheck Stubs/Severance Statements, MTTR-ESP Performance Bonus and MTTR-ESP Stability Bonus.

ARTICLE XIV COST OF LIVING ALLOWANCE

The employees shall be covered by the provision of Cost-Of-Living Allowance as follows:

A. The Cost-Of-Living Allowance will be determined in accordance with changes in the Consumer Price Index (CPIW), United States city average, published by the Bureau of Labor Statistics, U. S. Department of Labor, 1967=100, as revised by the Bureau in 1987 and hereinafter referred to as the BLS Consumer Price Index.

During the period of this Agreement, adjustments in the Cost-Of-Living Allowance shall be made at the following times:

Effective Date of Adjustment

First pay period beginning September 2, 1996, and at three month intervals to August 2005.

Based on the Three-Month Average of BLS Consumer Price Index

May, June and July 1996 as compared to the three month average for February, March and April 1996, and at three calendar month intervals to May, June and July 2005.

In determining the three (3) month average of the indexes for a specific period, the computed average shall be rounded to the nearest one-tenth (0.1) index point.

Reductions for diversions of not more than five cents (\$.05) per hour shall be made from the amount of the Cost-of-Living Allowance adjustment from each of the quarterly adjustments to be made commencing with the first pay period beginning September 2, 1996, and each quarter thereafter, if necessary, until twenty cents (\$.20) per hour has been diverted. Thereafter, there shall not be any further diversion. The moneys so diverted shall be used for the purpose of financing four (4) holidays.

B. Effective September 2, 1996, and for any period thereafter, the Cost-Of-Living Allowance shall be adjusted by adjusting the Cost-Of-Living Allowance one cent (\$.01) for each three-tenths (0.3) change in the average index for the appropriate three (3) month period. Quarterly adjustments shall be made up or down depending on the three (3) month average.

C. For employees of the Company whose most recent hire date is before the effective date of this Agreement, the Cost-Of-Living Allowance shall not be added to base or day rates for any classification but shall be computed on the basis of the hours worked times the amount of Cost-Of-Living Allowance computed under this Agreement and shall be taken into account in computing overtime and holiday pay and vacation pay.

D. For new hires employed by the Company after the effective date of this Agreement, the Cost-Of-Living Allowance shall not be added to base or day rates for any classification, but shall be computed on the basis of the hours worked times the amount of the Cost-Of-Living Allowance computed under this Agreement and shall be taken into account in computing overtime and holiday pay and vacation pay.

Any allowances received from Cost-Of-Living Allowance adjustments shall not be added or rolled into the base wage rates applicable to new hires employed after the effective date of this Agreement. A new employee's first Cost-Of-Living Allowance adjustment will be on the first adjustment date following the employee's first three (3) full months of employment. Each employee hired after the effective date of this Agreement shall begin employment with zero (0) Cost-Of-Living Allowance adjustment and his/her individual Cost-Of-Living Allowance adjustment will accumulate subsequent to his/her date of hire.

Reductions for diversions of not more than five cents (\$.05) per hour from the quarterly Cost-of-Living Allowance adjustments for employees hired after May 12, 1996 will be made as provided for in Paragraph A of this Article, but the total amount of such reductions for diversions for said employees cannot exceed the balance remaining to be diverted at the time they are hired after the reductions for diversions have been made pursuant to Paragraph A of this Article.

E. In the event the Bureau of Labor Statistics does not issue the BLS Consumer Price Index on or before the beginning pay period referred to in Section A, any adjustments required will be made at the beginning of the first pay period after receipt of the BLS Consumer Price Index and no adjustments, retroactive or otherwise, shall be made due to any revision which later may be made in the published figures of the BLS Consumer Price Index for any month for which adjustment may take place.

F. Unless otherwise agreed upon between the parties, a continuance of the Cost-Of-Living Allowance shall be contingent upon continued availability of the official monthly BLS Consumer Price Index in the form agreed to at the time of this signing and calculated on the same basis as the index for April 1996.

ARTICLE XV HOURS OF WORK - OVERTIME

For the purpose of computing overtime compensation under this Article:

- (1) An employee's workweek shall consist of seven (7) consecutive twenty-four (24) hour periods beginning on Monday at the regularly scheduled starting time of the shift to which the employee is assigned and ending one hundred and sixty-eight (168) hours thereafter.
- (2) An employee's workday shall be the twenty-four (24) hour period beginning at the regularly scheduled starting time of the shift to which he is assigned and ending twenty-four (24) hours thereafter.
 - (a) Employees will be compensated as follows:
 1. Straight Time.
 - (a) For the first eight (8) hours worked in any one (1) workday;
 - (b) For the first forty (40) hours worked in the employee's workweek, less all time for which daily, Saturday, Sunday or holiday overtime has been earned;
 - (c) For the first eight (8) hours worked on any shift which starts on the day before and continues into a specified holiday or Saturday.
 2. Time-and-a Half.
 - (a) For all time worked in excess of eight (8) hours in any one (1) workday;
 - (b) For all time worked in excess of forty (40) hours in the employee's workweek, less all time for which daily, Saturday, Sunday or holiday overtime has been earned;
 - (c) For all time worked on any shift which starts on Saturday;
 3. Double-time.
 - (a) For all time worked on any shift which starts on Sunday;
 - (b) For all time worked on any shift that starts on any of the holidays as they appear in Article XXI of this Agreement;
 - (c) For all time worked in excess of eight (8) hours on any shift which starts the previous day and runs over into the Sunday or holiday;
 - (d) Any double-back to first (1st) shift on Saturday by the second (2nd) shift employees and any double-back to second (2nd) shift on Friday by third (3rd) shift employees.

If more than one (1) of the provisions of this Agreement with regard to the payment of overtime shall be applicable to any time worked by an employee, he shall be paid for such time at the highest overtime rate specified in any such applicable provisions, but he shall not be entitled to additional overtime compensation for such time under any other of such provisions.

Any time worked for which an employee shall be entitled to overtime compensation under any one (1) or more provisions of this Article shall be excluded in the computations of overtime for such employee under any other provision of this Article.

4. Shift Premium.

(a) A shift premium of forty cents (\$.40) per hour will be paid to the 2nd and 3rd shifts. This shall increase to fifty cents (\$.50) at the beginning of the third (3rd) year of this Agreement and to sixty cents (\$.60) at the beginning of the fifth (5th) year of the Agreement.

(b) (1) This shift premium per hour will be paid on all holidays, PAA Days, bereavement, jury duty pay, vacation pay, Saturday and Sunday overtime and regular work time.

(2) An employee who works overtime on second (2nd) or third (3rd) shift will be paid their per hour shift premium calculated on the overtime pay rates.

(c) (1) An employee whose scheduled shift starts at or after 9:00 p.m., but before 5:00 a.m., shall be deemed to be working the third (3rd) shift, not including prep time.

The third (3rd) shift work week shall be considered to start on Sunday night.

(2) An employee whose scheduled shift starts at or after 5:00 a.m., but before 12:00 noon, shall be deemed to be working the first (1st) shift.

(3) An employee whose scheduled shift starts at or after 12:00 noon, but before 9:00 p.m., shall be deemed to be working the second (2nd) shift.

(d) (1) An employee who works on the first (1st) shift beyond the regularly scheduled hours of such shift shall be considered as working on the first (1st) shift and shall not be paid the shift premium for the time worked by him beyond such hours.

(2) An employee who works on the second (2nd) or third (3rd) shift beyond the regularly scheduled hours of such shift shall be considered as working on that shift and shall be paid the shift premium applicable to their shift.

(e) When it is necessary to move second or third shift personnel from their regular second (2nd) or third (3rd) shifts to the first (1st) shift for Company convenience on a temporary basis, the appropriate shift premium will be paid for up to two (2) weeks.

5. **Registering Time.**

Employees will register their time cards at the required times. If an employee fails to register his time card in or out, he must establish to the satisfaction of his Supervisor that he was at work during the period for which he claims pay before such payment will be authorized.

The payment of wages, for hours worked as recorded on time clock cards, shall be computed in units of one-tenth (1/10) of an hour [six (6) minutes].

Note: Also refer to the May 13, 1996 letter regarding four ten hour days schedules.

ARTICLE XVI OVERTIME SCHEDULING

Section 1. (a) (1) It is the objective of the parties to assure that overtime be distributed within the various overtime groups and between the appropriate groups on a fair and equitable basis.

(2) When, in the judgment of Management it is necessary for an individual or overtime distribution group to work overtime, such overtime work shall be performed as scheduled and assigned in the following manner:

(b) **Scheduling of Mandatory Overtime.** (1) The appropriate Steward shall be advised of the overtime schedule and the appropriate Union Representative or seniority employee will be present when call-in's and call-back's are necessary. All calls will be recorded with time and phone number called.

(2) Weekday overtime to be worked at the end of the regular shift shall be scheduled by notifying employees before the end of their regular shift on the day immediately preceding the day of the overtime assignment.

(3) When early start-up will be required, employees scheduled to report early will be notified prior to the end of the shift of the immediate preceding workday.

(4) Weekend overtime shall be scheduled by notification by the end of the preceding Thursday shift, except that an employee who is absent on Thursday shall be notified on Friday.

(c) **Overtime Assignment.** (1) Overtime shall be performed by the regularly assigned employee.

(2) Employees assigned to an overtime group who are low on overtime hours shall be required to work the properly scheduled overtime.

(3) In the event the Company fails to give proper notice of overtime, the Company may assure that overtime shall be performed by making work available in the same overtime equalization group. When any overtime equalization group has been exhausted, the Company may make the work available to the next like overtime equalization group with a view toward low overtime hours.

(d) **Overtime Charging.** (1) An employee who is assigned to a new overtime group shall be charged with the overtime hours of the employee he replaced. If a new job is created, that

employee will assume high overtime hours for that group with the exception of those classified as Utility.

(2) All overtime worked shall be charged to an individual on a paid-hours-worked basis, i.e., if work two (2) hours at time and one-half, charge three (3) hours.

(3) All overtime hours worked, refused or occurring while an employee is absent for any reason, including call-in or call-back hours refused, shall be charged.

(4) A Steward who works on overtime hours solely for the purpose of representation, as defined in Article V of the Agreement, will not be charged with such hours for the purpose of overtime equalization.

(5) All mandatory overtime will be posted. In the event that a verbal notification must be made to meet the posting requirement, a Steward shall accompany the Supervisor which will be followed with the appropriate posting.

(e) **Overtime Records.** (1) Current records of overtime hours of employees will be maintained in an up-to-date manner by the Group Leader or Supervisor. Such overtime hours, worked or charged, will be maintained on a daily basis and posted in the department.

(2) An employee's current telephone number will be noted on all Employee Action Forms. It will be the responsibility of the Group Leader or Supervisor to maintain a current list of telephone numbers for call-in and call-back purposes. It is further understood that it is the employee's obligation to maintain their current residence telephone number on file with the Personnel Department.

(3) In an effort to prevent misunderstandings or disputes concerning overtime, the appropriate Steward will work closely with the Supervisor in scheduling overtime and maintaining accurate and proper records. The Steward will accompany the Supervisor when overtime is being offered.

(4) Hours will remain current except in cases where both parties mutually agree that reverting to zero (0) hours on record or rolling back of hours on record is mandatory. All decisions concerning recordkeeping shall be the responsibility of the Overtime Committee. Decisions to be made concerning zeroing out or rolling back of hours will be made by the Overtime Committee.

(f) **Discipline and Overtime.** The parties have agreed that disciplinary action would not be taken against an employee in the event an employee, for personal reasons and not in concert with others, refused to work overtime:

(1) In excess of ten (10) hours, Monday through Friday;

(2) In excess of eight (8) hours on Saturday, or on Saturday after working the last two (2) consecutive Saturdays, whether scheduled or voluntary;

(3) On Sundays, holidays and when the Saturday is immediately preceded or followed by a holiday.

All provisions of the Agreement regarding overtime scheduling would remain in effect. The parties have further agreed that in the event it is necessary to schedule overtime in excess of the above stated hours and enough volunteers cannot be obtained, the qualified junior employee, will be assigned. In the event of such assignment, the contractually required notification period shall be applicable.

Overtime assignments which are refused, in accordance with the terms of this Subsection (f), will not disqualify the employee for holiday pay which he would otherwise be entitled to receive.

(g) **Shift Equalization.** Overtime will be equalized between shifts whenever possible. If a scheduling problem occurs between shifts, there will be a make up period. The spread will not exceed sixteen (16) hours between employees having fewest overtime hours on record and employees having highest overtime hours within a department, same classification and same job between the respective shifts. In the event the spread exceeds sixteen (16) hours at the end of the week, the overtime will be made up on the weekend. If the overtime cannot be made up on the weekend, the sixteen (16) hour limitation will be waived to the following week or weekend to correct the imbalance. If an employee's permanent job is eliminated or bumped and the employee leaves the department before the overtime imbalance is corrected, such overtime will be paid automatically to low hour employees. This applies to all shifts.

(h) **Overtime Committee.** Both parties agree to establish an Overtime Committee. This Committee will function as a proactive means to prevent and control any overtime related misunderstandings or issues that may arise. Such Committee shall have the authority to investigate and resolve overtime grievances and coordinate overtime scheduling for assignments unique to the controls defined in Articles XV and XVI. Any changes necessary shall be addressed to the Overtime Committee and mutually agreed upon by both parties.

ARTICLE XVII BREAK TIME

Employees will be allowed thirty (30) minutes per day for relief and personal time. Employees will be allowed a thirty (30) minute unpaid lunch period.

Employees will be allowed a five (5) minute clean-up period at the end of their scheduled day's work.

It is the obligation of each employee to be at his/her work station prepared to go to work at his/her shift starting time; employees in the Paint/Repair, Welder and General Labor (media blast only) SBC's, will be allowed a six (6) minute preparation period at the start of their shift. Employees required to work past the end of the regularly scheduled shift will be allowed an additional four (4) minutes of relief time for each hour worked in excess of the regular shift.

When it becomes necessary to change the scheduled lunch or break period, on an interim basis, for better utilization of equipment or facilities, the regularly scheduled break period will not be advanced or delayed by more than one half (1/2) hour; the regularly scheduled lunch period will not be advanced or delayed by more than one (1) hour. Employees who are required to work through their normal lunch and break periods will be compensated at one and one-half (1-1/2) times their regular rate for such work.

Employees will not be allowed to leave the facility other than lunch time or the end of the shift unless they have a written pass signed by their immediate supervisor.

ARTICLE XVIII CALL BACK PAY

Any employee who is called back to work by the Company after he/she has completed his scheduled work day and left the plant, will receive overtime pay for the number of hours worked or

four (4) hours pay at his regular straight time base hourly pay rate plus overtime, whichever is greater. This provision does not apply if the employee is prevented from working due to a labor dispute or a situation beyond the control of the Company, such as fire, explosion, severe weather, power failure and break downs.

ARTICLE XIX REPORTING PAY

Any employee who reports for work at their scheduled time may be provided with at least four (4) hours work at his regular straight time base hourly pay rate. If the employee is provided with less than four (4) hours of work and sent home, he shall be paid for the number of hours worked or for four (4) hours at his regular straight time base hourly pay rate, whichever is greater. This provision does not apply if the employee:

- A) has been notified in advance not to report for work, or
- B) is prevented from working due to a labor dispute or a situation beyond the control of the Company, such as fire, explosion, severe weather, power failure and breakdowns, or
- C) Refuses available work.

ARTICLE XX VACATIONS

A. The Company will grant vacations and vacation pay to the employees covered by this Agreement in accordance with the following provisions.

B. Vacation pay shall be paid to all employees according to the following schedule:

Years of Service	Weeks of Vacation
1	1
3	2
10 or more	3

C. Vacation pay shall be computed on the basis of forty (40) hours times the employee's regular straight time hourly pay rate for each week of entitlement.

D. The vacation year shall extend from January 1 of each year to December 31, inclusive. To be eligible for a vacation in any calendar year during the term of this Agreement, the employee must not have been on layoff or leave from work for six (6) consecutive months or more in the preceding calendar year. If an employee returns to work from a layoff or leave of six (6) months or more, he/she will be ineligible for vacation time off until he/she has worked six (6) consecutive months.

E. If the need should arise, the Company will post the vacation shutdown period no later than January 31 of each year. This shall then be considered the vacation time for all employees.

F. If no vacation shutdown is scheduled, or if employees have vacation in excess of the shutdown period, each employee shall have an opportunity to select their vacation period(s) no later than the last day of February of each year, and the Company shall be bound by such

schedule, unless the Company informs employees that their vacation period(s) is canceled or changed no later than March 31 of each year.

G. The Company shall determine the number of employees who may be absent from work for vacation within each week of the vacation year, by Skill Based Classification Level in accordance with the employee's seniority.

H. Vacation time must be taken during the vacation year or it will be forfeited, provided that pay in lieu of vacation time taken will be permitted in order to avoid a forfeiture.

I. If for any reason an employee leaves the Company or is discharged from employment, he or she shall receive vacation pay for unused vacation earned in the vacation year prior to the date of separation from employment.

Note: Also refer to the May 13, 1996, letter regarding Employees Working During the Shutdown Period.

ARTICLE XXI HOLIDAY PAY

(a) The term "holiday," when used herein, shall be limited to the following days: New Years Day, Dr. Martin Luther King Day, Good Friday, Monday after Easter, Memorial Day, July 4, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve Day, Christmas Day, and December 31. The holiday pay provided for herein shall be paid for such holidays.

Twenty (20) cents will be diverted from COLA adjustments at the earliest possible time, but in increments of no more than five (5) cents per quarter. These diversions will finance four (4) of the holidays above.

(b) A non-probationary employee who does not work on a holiday will be paid for eight (8) hours at his regular straight time hourly pay rate.

(c) A non-probationary employee shall receive holiday pay as provided in Subsection (b) above if the employee is carried on the active payroll of the Company on the day on which the holiday occurs, provided the employee meets the following conditions:

- (1) The employee must not be serving a penalty for misconduct.
- (2) Employees must not be on an approved leave of absence, including sick leave and worker's compensation, except that employees on a Worker's Compensation Disability leave, drawing benefits, will be eligible for holiday pay for any holidays which fall during his/her period of disability until the Worker's Compensation case is settled, and there shall be a pro-rata deduction from benefits (sickness and accident/personal illness only) for any such holidays paid.
- (3) The employee must not be on strike.
- (4) The employee must not be on layoff in excess of ten (10) days.

(5) The employee must be at work on the day before and the day after the holiday unless he/she establishes a good cause for absence.

(d) If a holiday occurs on a Sunday, said holiday will be observed on the following Monday; and, if a holiday occurs on a Saturday, the holiday will be observed on that Saturday unless the parties mutually agree to celebrate that holiday on the prior Friday.

Note: Also refer to the May 13, 1996, letter regarding Additional Holidays and Changed Holidays

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**ARTICLE XXII
JURY DUTY PAY**

- A. Any employee having more than one (1) year of service at the MTTR-ESP Plant, who is summoned or subpoenaed for jury duty, shall be eligible for jury duty pay for each day of jury duty performed, up to a maximum of thirty (30) days in any calendar year, provided the employee would have been scheduled to work for the Company on that day, and further provided that he presents proper evidence as to the jury duty performed.
- B. Employees eligible hereunder shall be paid the difference between the regular straight time base hourly pay rate times eight (8) hours and the jury duty pay per day.
- C. An employee who, without being summoned, volunteers for jury duty is not entitled to this benefit.
- D. If an employee is not required for jury service after being summoned, for more than four (4) hours of the day, he/she will notify the Company and if requested, work such hours on his/her shift as he/she is not required to be in attendance at court.

**ARTICLE XXIII
BEREAVEMENT LEAVE**

- A. Employees who have completed their probationary period will be given funeral leave up to a maximum of three (3) consecutive scheduled work days, excluding Saturday, Sunday, and holidays, in the event of a death in the immediate family, provided that one (1) of the days is the day of the funeral. Employees will be eligible to receive pay for time lost from their regularly scheduled days of work to a maximum of eight (8) hours in a day, and up to a total of twenty-four (24) hours, at the employee's regular straight time base hourly pay rate, provided that they notify the Company of the death in the immediate family on the first day of funeral leave. Payment under this Section will not be allowed for any non-work day or while an employee is on paid leave (e.g. vacation). For the purposes of this Section, an employee's immediate family includes the employee's spouse, child, step-child, brother, sister, parent, or parent-in-law.
- B. Subject to compliance with the provisions of Section A of this Article, an eligible employee will receive pay for eight (8) hours at his/her regular straight time base hourly pay rate for one (1) day only of absence because of the death of a grandparent or grandchild, provided

that the day of the funeral is a day on which the employee would have worked had it not been for the absence.

C. Proof of death by written verification acceptable to the Company will be required, and if there is a question raised, the Company may also require the employee to furnish proof of kinship satisfactory to the Company.

D. Extension of bereavement leave may be granted at Management's discretion, without pay.

ARTICLE XXIV

PAID AND UNPAID-EXCUSED ABSENCE ALLOWANCES

1. The paid absence allowance year (PAA Year) shall be the payroll year.

Paid absence allowance credit shall be earned as follows:

Years of Service	Amount of Paid and Unpaid Excused Absence Allowance Earned During Each Week of Paid Absence Allowance Year During Which Employee Rendered Service and Received Wages	Maximum Paid Absence Allowance Days That Can Be Earned in a Paid Absence Allowance Year	Unpaid Excused Days That Can Be Used During a Payroll Year*
Less than 1	0	0	0
1 but less than 2	0	0	3
2 but less than 3	1/26 x 40 Hours	2	3
3 but less than 15	1/26 x 40 Hours	3	2
15 or More	1/26 x 40 Hours	5	0

* Illness excluded with valid doctor's slip.

These paid and unpaid-excused days may be taken in four (4) hour increments. All such days must be pre-arranged and pre-approved.

2. An employee who first attains two (2) years of seniority in a paid absence allowance year, shall, as of such day, if he is otherwise eligible, receive paid absence allowance credit in accordance with the schedule above based on the number of weeks the employee has rendered service to the Company and for which the employee has received wages since the preceding PAA Year.

3. Paid absence allowance shall be calculated on the basis of the employee's regular straight time hourly pay rate, not including overtime, as of his last day worked.

4. An employee with two (2) or more years of seniority and who has worked in thirteen (13) or more weeks since the preceding PAA Year, whose seniority is broken, who dies or who retires during the paid absence allowance year, shall be paid the unused portion, if any, for which he was eligible in such paid absence allowance year. Such payment shall be made at the time of termination, death or retirement.

5. If an employee with two (2) or more years of seniority dies or retires during a paid absence allowance year, but such employee has not rendered service for which he received wages in at least thirteen (13) weeks in such year, a paid absence allowance of 1/26th of forty (40) hours for each such

week in which he rendered service for which he received wages shall be paid at the time of retirement or to the employee's beneficiary at the time of death.

6. An employee who is eligible for paid absence allowance credit as defined in Paragraph 2 of this Article and who enters the Armed Forces of the United States shall be paid the unused portion, if any, of paid absence allowance credit.

7. An employee who returns from the military service and who has two (2) or more years of seniority (or attains it during the paid absence allowance year in which he returns) and who has not worked in at least thirteen (13) weeks in the paid absence allowance year shall be paid 1/26th of forty (40) hours for each week in which he worked in the paid absence allowance year.

8. An eligible employee who as of the last pay period of the paid absence allowance year has not used his entire paid absence allowance credit shall be paid the unused portion of his paid absence allowance credit at his regular straight time hourly pay rate.

ARTICLE XXV GROUP INSURANCE

Eligible employees hired at the MTTR-ESP Plant on or after May 13, 1996, and the employees who are working at the MTTR-ESP Plant prior to May 13, 1996, will be covered by the group insurance benefits in accordance with the specific provisions for each benefit as outlined in the Exhibit in this Article.

NOT SUBJECT TO GRIEVANCE PROCEDURE. During the term of this Agreement, no difference or dispute arising hereunder shall be subject to the grievance procedure established in the Collective Bargaining Agreement between the Company and the Union. Also, neither the Company nor the Union shall seek any change in, nor shall either be required to bargain for, any modification, alteration or amendment to this Plan except as mutually agreed to by the Joint Health Care Committee.

JOINT HEALTH CARE COMMITTEE. A Joint Health Care Committee will meet on an ongoing basis to oversee the functioning of health care services provided for under the Labor Agreement. Meetings will be conducted regularly for the purpose of resolving problems and overseeing the performance of the program.

Note: Also refer to the May 13, 1996, letter regarding the Joint Health Care Committee.

EXHIBIT GROUP INSURANCE BENEFITS

1. Effective May 13, 1996, the following group insurance benefits shall be applicable to employees of the MTTR-ESP Plant whose initial hire date is subsequent to May 12, 1996.

Benefit	Brief Description	Eligibility and Waiting Periods	Provisions upon Lay Off, Termination, Illness
Medical (includes mental health and substance abuse)	Partners Health Plan A-3	Same as current ESP Plan	Same as current ESP Plan except as in Paragraph 3.
Dental	1. Delta Dental Plan for AM General Plan A	Same as current ESP Plan	Same as current ESP Plan except as in Paragraph 3.
Vision	Same as current ESP Plan	Same as current ESP Plan	Same as current ESP Plan except as in Paragraph 3.
Hearing	Same as current ESP Plan	Same as current ESP Plan	Same as current ESP Plan except as in Paragraph 3.
Life Insurance	1996 \$18,000 none for spouse 1997 \$19,000 1998 \$20,000 2001 \$23,000 2003 \$24,000	Same as current ESP Plan	Same as current ESP Plan except as in Paragraph 3.
A D & D	1996 \$18,000 none for spouse 1997 \$19,000 1998 \$20,000 2001 \$23,000 2003 \$24,000	Same as current ESP Plan	Same as current ESP Plan except as in Paragraph 3.
S & A (Short Term Disability)	45% of base wage (excluding COLA and Shift Premium)	Same as current ESP Plan	Same as current ESP Plan except as in Paragraph 3.
Long Term Disability	40% of base wage (excluding COLA and Shift Premium)	Same as current ESP Plan	Same as current ESP Plan except as in Paragraph 3.
Prescription Drug	Partners Health Plan Prescription Drug	Same as current ESP Plan	Same as current ESP Plan except as in Paragraph 3.

2. Employees working at MTTR-ESP facility prior to the effective date of the MTTR-ESP Agreement and employees from the HUMMER or SPLO facilities that transfer or are recalled to the MTTR-ESP facility after the effective date of the MTTR-ESP Agreement will continue to be covered by the AM General/UAW Family Health Care Plan. Said employees will receive the same Life Insurance, Accidental Death and Dismemberment, Sickness and Accident, and Long Term Disability benefits as set forth in Paragraph 1 of this Exhibit.

3. Employees hired on or after May 13, 1996 who become disabled because of occupational or non-occupational disability, and their dependents will be covered by insurance benefits during their

disability for a continuous period of time equal to the seniority they had at the time of the disability or five (5) years whichever comes first.

4. In the event an employee is called to active duty for military service, the Company shall continue dependent insurance coverage for a period of up to six (6) months.

5. The Company may change insurance carriers and/or administrators for the group insurance benefits provided that the benefits provided by any new carrier or administrator remain essentially the same as those set forth herein.

ARTICLE XXVI 401 (K) RETIREMENT PLAN

A. The parties have agreed to continue the existing 401(k) Retirement Plan for current ESP employees and, effective May 13, 1996, make the 401(k) Retirement Plan available to employees whose initial date of hire is on or after May 13, 1996, and who have completed their probationary period. The Company will be responsible for the administration of the 401(k) Retirement Plan and shall establish such procedures as necessary.

B. For purposes of this 401(k) Plan, "wages" shall include base pay, COLA and shift premium.

C. An employee may elect to contribute into the 401(k) Plan in accordance with the following schedule subject to maximums provided by law:

1. 1% to 20% of wages earned in a pay period;
2. 1% to 100% of any bonus payments;
3. The value of any or all unused PAA days;
4. 1% to 100% of any vacation pay.

D. Effective May 13, 1996, the Company will provide a matching contribution for each employee who is (1) eligible to participate in the 401(k) Retirement Plan and (2) not covered by the Pension Plan set forth in Article XV of the HUMMER Agreement. Matching contributions will be made in accordance with the following schedule:

1. The value of any Paid Absence Allowance (PAA) Days contributed by such employees will be matched by the Company based on the schedule in Article XXIV "Paid and Unpaid Excused Absence Allowances" as follows:

No. of Days		No. of Days		No. of Days	
Available	% of Match	Available	% of Match	Available	% of Match
5	100	3	100	2	100
4	75	2	75	1	75
1-3	50	1	50		

2. In addition to the Company match set forth in the preceding subsection, for each dollar of wages contributed by an employee in a pay period, the Company will make a matching contribution equivalent to 30% of the employee contribution up to a maximum of 3% of the employee's wages in a pay period. The employee may use the compensation set forth in Paragraph C. Subsections 2, 3 and 4 towards his/her three (3) percent of wages that will be matched by the Company pursuant to this Subsection.

E. Investment options available under the current 401(k) Plan will continue to be offered to covered employees.

F. Loan provisions, in accordance with Federal Law, have been agreed to and the procedure will be published separately to those requesting loan details.

G. Credited pension service shall be provided to all HUMMER employees working at the MTTR-ESP Plant whose pension service has not broken, including Transition and Bridge Benefits, and shall be in accordance with Article XV of the HUMMER Agreement. Such employees may elect to make contributions to the 401(k) Plan provided by this Article on a voluntary basis, and the provisions of Section D of this Article shall not have application with respect to these voluntary employee contributions except that the Company will match the value of allowable PAA Days contributed by such employees in accordance with the terms of this Article, Section D. 1.

H. The Company will provide a notice in advance of the PAA/401(k) match in order to maximize the number of employees that can take advantage of the Company match.

Note: Also refer to the May 13, 1996 letters regarding the 401(k) Committee and Paycheck Stubs (for Annual Severance Statements).

ARTICLE XXVII TUITION REFUND

Seniority employees actively at work may apply for and receive a refund of tuition for job-related courses completed in accordance with this Article, not to exceed \$450.00 for the calendar year (\$900.00 for approved courses taken at an accredited college). Such courses must be taken at an approved institution on non-working hours. Any refund made to an eligible employee will relate to the calendar year of completion of the approved course or courses. The following programs are considered job related and will be approved when the needs cannot be met within the Company. Specific courses which apply to their advancement or updating of skills when appropriate will be excluded from the dollar limitations.

- (a) Courses which will improve the employee's skill on his present job. This includes courses designed to update employees in the technology of their trade or occupation.
- (b) Courses which relate to the next job in the logical development of an employee's career.
- (c) Courses which will prepare an employee for openings that are expected to occur in the future.
- (d) Courses taken to complete the requirements for a grammar school certificate or high school diploma.
- (e) Any literacy courses or courses in fundamental reading and mathematics. These include courses usually designed to teach sixth grade competency in reading, writing, and numerical skills.
- (f) Any required or pertinent elective courses taken in a degree-seeking program in a field related to the employee's job or appropriate to his career in AM General Corporation.

ARTICLE XXVIII
PERFORMANCE OF BARGAINING UNIT WORK
BY NON-BARGAINING UNIT PERSONNEL

Direct representatives of the Company's Management, such as Manufacturing Coordinators, Timekeepers, Administrative Employees and all other of the Company's employees not covered by the terms of this Agreement (except for hourly temporary contract personnel), shall not perform the work of an employee who is covered by the terms of this Agreement, except in case of an emergency (e.g., apparent threatened danger to employees or to Company property), or for the purpose of instructing an employee in the proper performance of his work or for the purpose of trying out a new tool, fixture, machine or operation. Violation of this Article will result in payment to the aggrieved employee of two (2) hours pay or pay for the actual time worked, whichever is greater. It is not the intent of the Company that the provisions of this Article be used to deprive any Bargaining Unit members of their properly designated work by any other than recognized Bargaining Unit personnel.

ARTICLE XXIX
SAFETY AND HEALTH

A. The Company hereby agrees to recognize one (1) Safety and Health Steward who shall be a member of the Union, who shall be an employee of the Company with at least one (1) year of seniority and who shall be appointed by the Bargaining Committee. The Union shall give the Employee Relations/Safety Manager prior notice of the name of the Safety and Health Steward and shall confirm such notification in writing. The Safety and Health Steward shall work with the Employee Relations/Safety Manager in assuring that reasonable provision is made for the safety and health of employees covered by the terms of this Agreement in the Company's facilities and on the Company's premises. After notifying his/her Supervisor, the Safety and Health Steward will be released as soon as possible from his/her work without loss of pay during his/her regular working hours to investigate particular safety and health complaints, perform such other duties relative to safety and health in the facilities and on the premises as may occasionally be required, and to make prompt effective recommendations regarding bonafide safety or health problems.

B. Any safety and health dispute that arises, will be brought to the Safety and Health Steward and Supervisor/Team Coordinator for resolution. If the Supervisor, area Steward, and designated hourly Safety and Health Steward cannot correct the dispute within twenty-four (24) hours, the Safety and Health Steward will discuss and attempt to resolve or answer the problem within twenty-four (24) hours of the immediate action with the Employee Relations/Safety Manager. If a safety and health dispute cannot be resolved in this step of the procedure, then the Safety and Health Steward will submit a formal grievance and appeal said dispute to the Third Step of the grievance procedure provided for in Article VI of this Collective Bargaining Agreement and will receive an answer within twenty-four (24) hours.

C. A proactive Joint Safety and Health Committee shall consist of Union Committee Representatives, Plant Management, hourly employees from each shift and salaried employees. The joint committee will establish and monitor measurement systems that will analyze safety data, develop safety and health awareness programs, reduce on-the-job injuries, reduce unsafe working conditions, compare injury notes with the industry average and past performance, etc. The joint

committee will meet weekly and will continue to schedule monthly plant inspection reviews. In addition, more frequent inspections will be held if deemed necessary by the joint committee.

Physical conditions and abatement progress will be reviewed along with accident investigations, employee complaints, employee personal protection and loss prevention programming and other safety and health issues relevant to facility personnel.

Accurate meeting minutes will be maintained and posted on the Health and Safety Bulletin Board.

D. The Company will make reasonable provisions for the safety and health of the employees and furnish, without cost, the necessary protective devices, such as boots, aprons, coveralls, raincoats, gloves, goggles, safety glasses (including prescription safety glasses), etc., that are deemed necessary to properly protect the employees from injury, sickness and causes thereof, providing the employee returns the worn out article to be replaced by new ones. Where personal protective equipment (i.e., respirator, eye protection, etc.) is required, it must be utilized. All reusable protective clothing will be issued to individuals and signed out. These pieces of clothing will be returned when the requirement is over or if they are damaged (for re-issue). If they are not returned, the employee will be charged for the item and that charge will be deducted from their check. Proper heating and ventilation systems, including fans, will be installed and operated when mutually determined necessary by the Company Safety Coordinator and the Union Safety Steward.

E. The Company will staff the major production shift with appropriate medical personnel. When it is known that approximately 100 or more employees are scheduled to work overtime, the Company will make every reasonable attempt to schedule the medical personnel.

F. The UAW's Industrial Hygienist may visit the Company's facilities at a mutually agreeable time for the purpose of making recommendations regarding any tests which may be appropriate to comply with the spirit of safety and health provisions of this Agreement.

G. If an employee's job assignment is changed without advance notice in such a manner that he may be exposed to unusual conditions (i.e., worker who normally works inside is assigned to work outside), the Company will supply protective clothing.

H. The Company performs periodic operations related to atmospheric monitoring as per a schedule authorized by the Employee Relations/Safety Manager. The purpose of the monitoring program is to determine and measure potential atmospheric contaminant exposure that may result from specific and pre-identified operations. When an exposure to a documented hazardous chemical or agent has occurred, the Company will schedule appropriate testing to determine the effect of such exposure at the employee's request. Subjective claims of excessive exposure to documented hazardous chemicals or agents will be evaluated jointly by the Union Safety Steward and the Employee Relations/Safety Manager to determine exposure validity. Costs associated to related medical tests are the responsibility of the Company. Results of any such tests shall be furnished to an employee's physician upon the written request of that physician with consent of the employee.

I. Any employee or group of employees who believe that they are being required to work under conditions which are unsafe or unhealthy beyond the normal hazards inherent in the operation in question, shall have the right to: (a) follow the procedure in Paragraph B above and shall receive preferred handling in such procedure and arbitration, and also shall be provided relief from the job or jobs without loss to their right to return to such job or jobs; and (b) at the Company's discretion, assignment to such other employment as may be available in the plant; provided, however, that no employee, other than communicating the facts relating to the safety of the job, shall take any steps to prevent another employee from working on the job. Should either the Management or the arbitrator conclude that an unsafe condition within the meaning of this Section existed and should the employee

not have been assigned to other available equal or higher-rated work, he/she shall be paid for the earnings he/she would have received.

Note: Also refer to May 13, 1996 letters regarding the Drug/Alcohol Free Workplace Program, the Modified Work Program, the Ergonomics Program, Unauthorized Driving of Fork Lifts, Scheduling Therapy, and Parking Lot Security.

ARTICLE XXX SKILLED TRADES EMPLOYEES

Section 1. The designation "Journeyman" as used in this Agreement shall mean any person:

- a) Who presently holds a Journeyman Classification in the Company's Facilities (any person who presently holds a Journeyman Classification in the facilities shall be considered a contractual Journeyman for the purpose of this Agreement);
- b) Who has served a bonafide apprenticeship and presents a certificate which substantiates his/her claims of having satisfactorily completed an apprenticeship program similar to that at AM General;
- c) Who has had eight (8) years' practical experience at the trade and can establish satisfactory proof thereof to the Company and the Union, by means of notarized affidavit, or presents a UAW Journeyman's Card.
- d) Employees who are newly hired as Journeymen must file acceptable proof of Journeyship as shown in Paragraph (b) or Paragraph (c) above within ten (10) days following the thirtieth (30th) day of employment; failure to provide such information will result in his/her being removed from the Skilled Trades Classification.

When additional Skilled Trades manpower is needed, the Company will hire qualified Journeymen, if available, giving preference to those individuals who already possess a UAW Journeyman Card.

Section 2. SKILLED TRADES CLASSIFICATION

The Skilled Trades Classification will be one multi-skilled classification that could consist of the following trades, to be populated with sufficient quantity of personnel as meets the plant's demands:

Millwright - Journeyman
Pipefitter - Journeyman
Machine Repair - Journeyman
Electrician - Journeyman
Layout Inspector
Automotive Mechanic
Industrial Truck Repair
Tool and Die Maker
Carpenter
Inspector (Jig and Fixture Tool and Gauge)

Section 3. SENIORITY

Seniority in the Skilled Trades Classification shall be the date of entry into Skilled Trades. Only those Skilled Trades with HUMMER-SPLO seniority or Skilled Trades hired prior to May 13, 1996, will have recall rights to the HUMMER-SPLO facilities.

Section 4. REDUCTION IN FORCE

In the event of a reduction in force within the Skilled Trades Classification, employees will be laid off or displaced as follows:

- a) The first to be laid off will be probationary Journeypersons.
- b) The next to be laid off will be "Journeypersons" who have acquired seniority; the least senior employee shall be laid off first.
- c) Journeypersons subject to layoff (as the result of (a) and (b) above) will exercise seniority in accordance with (1) or (2) below:
 - 1) Such employees who retain seniority "in the production unit" may exercise their displacement rights in accordance with Article X of this Agreement.
 - 2) Laid off employees shall be recalled in order of seniority to the Skilled Trades Classification.

Section 5. a) It is the Company's intent and desire to provide as much employment as practical for its seniority employees. When it becomes necessary for the Company to employ outside contractors on or off the premises to do Skilled Trades work, the Company will notify the Skilled Trades Committeeperson forty-eight (48) hours before the contractor commences work. The Company will meet with the Union to furnish the complete costs, schedules and skills, upon request.

Section 6. OVERTIME

When it is necessary to work overtime:

- a) MTTR-ESP Skilled Trades overtime assignments may be made with respect to the primary duties of the overtime assignment and the appropriate classification will be assigned with respect to low overtime hours within the classification.
- b) Any assistance outside the classification needed to support the overtime assignment will be offered with respect to low overtime hours between all MTTR-ESP Skilled Trades.
- c) MTTR-ESP Skilled Trades overtime hours will be logged with regards to each trade as well as between all trades and tracked on a daily basis. However, the overtime sheet will be adjusted on a weekly basis beginning on Monday of each week.
- d) If overtime is needed on Saturday, Sunday or a holiday, such overtime will be offered to the employee or employees who have the appropriate qualifications and have the fewest overtime hours of record.
- e) Overtime hours within the classification will be equalized in such a manner so that the spread will not exceed twenty-four (24) hours between the employee having the fewest overtime hours of record and the employee having the highest overtime hours of record. Because of extenuating circumstances, when the overtime hours spread is more than twenty-four (24) hours, the low overtime employee will be asked to work a sufficient quantity of overtime hours over the upcoming three (3) month period to bring him/her within the twenty-four (24) hour overtime spread. This shall be done each quarter: January 1, April 1, July 1, and October 1.

Section 7. SKILLED TRADES TRANSFERS

All open jobs in Skilled Trades other than temporary jobs shall be posted.

- a) Management retains the right to temporarily assign seniority employees from any particular shift to any other particular shift with regard to seniority.
- b) Employees with seniority shall be given the right to exercise shift preference once per contract year.

Section 8. Work normally done by a particular Skilled Trades Classification will not be done by a Production Classification. Violation of this Section will result in payment of the aggrieved employee

of two (2) hours pay or pay for actual time worked, whichever is greater, at the rate of pay at the time of the violation. Payment for a violation of this Section will occur only when a representative of Management has specifically directed a production employee to perform Skilled Trades work or when the appropriate corrective action has not been taken by Management.

Section 9. SKILLED TRADES WORK ASSIGNMENTS

ESP Skilled Trades employees will work together as a group assisting each other with work assignments and will perform necessary jobs that may not be directly associated with their trade. Work assignments will be made with respect to safety, skills and ability. Skilled Trades employees may run the equipment they maintain for test purposes and must cross-train and gain the experience to be multi-skilled and multi-craft workers.

The Company will make available, as necessary, metric hand tools on a tool-loan basis for use by UAW Skilled Persons.

Section 10. SKILLED TRADES ISSUES

Skilled Trades and Management will continue to meet jointly to resolve issues that arise.

Section 11. SKILLED TRADES WAGE RATES

See Article XIII.

Note: Also refer to the May 13, 1996, letters regarding Outsourcing and Matching Hours of Contracted Skilled Trades Services.

ARTICLE XXXI SUPPLEMENTAL UNEMPLOYMENT BENEFITS

SECTION 1. CONTINUATION AND AMENDMENT OF THE PLAN. (1) The Company shall continue to maintain the Supplemental Unemployment Benefit Plan herein which was adopted as Exhibit D to the Collective Bargaining Agreement dated August 7, 1991 and as amended by Attachment E SUB Plan dated July 5, 1994 as set forth in Exhibit A of this Article; further, said Plan shall be amended as of May 13, 1996, so that, subject to the provisions of this Article, it shall apply to the employees covered by this Agreement and shall thereafter read as set forth in Exhibit D as amended of the Agreement dated August 7, 1991, except as otherwise provided in and subject to terms of the Plan.

(2) The Company shall maintain the Plan for the duration of the Collective Bargaining Agreement, except as otherwise provided in and subject to terms of the Plan.

SECTION 2. TERMINATION OF THE PLAN. Upon any termination of the Plan, the Plan shall terminate in all respects except that the assets then remaining in the Fund shall be used to pay expenses of administration and to pay benefits to eligible employees for a period of one (1) year following termination, if not sooner exhausted. The Plan provisions with respect to the effect of a low CUCB on the payment of benefits shall not be applicable. At the expiration of the one (1) year period, the parties shall endeavor to negotiate a program for the orderly disposition of any remaining assets of the Fund for employee benefits not inconsistent with the purposes of the Plan.

SECTION 3. OBLIGATIONS DURING TERM OF AGREEMENT. During the term of the Collective Bargaining Agreement, neither the Company nor the Union shall request any change in, deletion from, or addition to the Plan or this Agreement, or be required to bargain with respect to any provisions or interpretation of the Plan or this Agreement. During such period no change in, deletion

from, or addition to, any provision or interpretation of the Plan or this Agreement, nor any dispute or difference arising pursuant to Section 5 of this Article shall be an objective of, or a reason or cause for any action or failure to act, including, without limitation, any strike, slowdown, work stoppage, lockout, picketing or other exercise of economic force or threat thereof, by the Union or the Company.

SECTION 4. EFFECT OF TERMINATION OF AGREEMENT. Anything herein which might be construed to the contrary notwithstanding, it is understood that termination of the Collective Bargaining Agreement shall not have the effect of automatically terminating the Plan.

SECTION 5. GOVERNMENTAL RULINGS. (1) The amendments to the Plan, which are provided for in Section 1 of this Article and incorporated in Exhibit D heretofore mentioned in Section 1 of this Article, shall not be effective prior to receipt by the Company from the United States Internal Revenue Service and the United States Department of Labor of rulings, satisfactory to the Company, holding that such amendments will not have any adverse effect upon the favorable rulings previously received by the Company that; (i) contributions to the Fund established pursuant to the Plan constitute a currently deductible expense under the Internal Revenue Code, (ii) the fund qualifies for exemption from Federal Income Tax under Section 501 (c) of the Internal Revenue Code, (iii) contribution by the Company to any benefits paid out of the Fund are not treated as "wages" for the purpose of the Federal Unemployment Tax, the Federal Insurance Contributions Act Tax, or collection of Income Tax at Source on Wages under Subtitle C of the Internal Revenue Code (except as benefits Paid from the Fund are treated as if they were "wages" solely for purpose of Federal Income Tax withholding as provided in the 1969 Tax Reform Act), and (iv) no part of any such contribution is included for purposes of the Fair Labor Standards Act in the regular rate of any employee.

(2) Notwithstanding any other provisions of this Article or of the Plan, the Company, with the consent of the International Union, may during the term of the Agreement make revisions in the Plan not inconsistent with the purposes, structure and basic provisions thereof which shall be necessary to obtain or maintain any of the rulings referred to in this Section 5 or in the Plan. Any such revisions shall adhere as closely as possible to the language and the intent of the Plan.

ARTICLE XXXI. EXHIBIT A

During the 1994 negotiations, the parties agreed to certain amendments and modifications to the SUB Plan which had been effective August 12, 1991.

The parties agreed the SUB Plan would continue in effect until December 31, 1994. On January 1, 1995, the SUB Plan will be amended as follows:

Employees, who are otherwise eligible for a SUB Benefit and who are continuing on lay-off or leave of absence which commenced prior to January 1, 1995, will be eligible for a weekly benefit of \$50.00 and their credit units will be cancelled in accordance with the following table:

Years of Seniority	Credit Unit Cancellation
1 but less than 5	3.33
5 but less than 10	2.50
10 but less than 15	2.00
15 but less than 20	1.43
20 or more	1.00

Effective January 1, 1993, employees who are laid off, thereafter, will be eligible for a lay-off benefit of \$75.00 per week in accordance with the following table:

Years of Seniority	Maximum No. of Payments
1 but less than 10	10
10 but less than 15	15
15 but less than 20	20
20 or more	26

Seniority at the time of lay-off establishes the maximum number of payments entitlement.

Restoration of benefit payments will occur in the event an employee is recalled from lay-off after January 1, 1995, and works in accordance with the following table:

Years of Seniority	Weeks Worked to Restore One Week Benefit Entitlement
1 but less than 10	5
10 but less than 15	4
15 but less than 20	3
20 or more	2

Eligibility for Regular Benefits under this Plan shall be in accordance with the 1991 SUB Plan, Article 1, Section 1.

Eligibility for an Automatic Short Week Benefit shall be in accordance with the 1991 SUB Plan, Article 1, Section 2, to be paid at the 80% level.

For purposes of this amended SUB Plan, Article 1, Section 3, of the 1991 SUB Plan shall apply.

The parties have agreed to eliminate regular Company contributions.

1. The accumulated SUB fund balance would be used to pay benefits first.

2. No minimum fund balance shall be required, but the Company must maintain contributions sufficient to pay all Regular Benefits and all Automatic Short Week Benefits (unreduced), due and payable.

The parties will meet following these negotiations to develop the appropriate amended SUB Plan document.

ARTICLE XXXII EFFECT OF AGREEMENT AND TERMINATION

In the event any Paragraph of this Agreement be declared unlawful or invalid, the remainder of the Agreement shall remain in full force and effect, and that portion declared invalid will be subject to renegotiation.

This Agreement shall become effective May 13, 1996, and shall remain in full force and effect until midnight on September 28, 2005, and thereafter until terminated, modified or amended as herein provided.

Should either party desire to terminate, modify or amend this Agreement, that party shall give notice in writing to the other party at least sixty (60) days prior to September 28, 2005, or at least sixty (60) days prior to such later date, as said party desires to so terminate, modify or amend this Agreement.

In witness whereof, the parties have caused this Agreement to be executed the date and year first above written.

AM General Corporation

James D. Amos
Adair Guit
Francis L. DeHayes

John E. Donald
Jill Varga

International Union, United Automobile,
Aerospace and Agricultural Implement
Workers of America (UAW)

R. Long
Shirley Rodloff

International Union, United Automobile,
Aerospace and Agricultural Implement
Workers of America (UAW) Local No. 5

Carl Kaser
Don Taber
Carl Johnson
Charles Bibbs
Larry Stephens
Thom V. Deas
Donald L. Chase
Claude E. Mansueti

EXHIBIT A ATTENDANCE POLICY

This policy will go into effect January 1, 1997. Until that time, the present policy will remain in effect.

You and your skills are very important to your fellow workers and the Company. Absenteeism creates an additional burden on fellow workers, and incurs additional costs and problems in the operations of the business. As a consequence, it is vital that you not miss work unless it is absolutely necessary for you to do so.

1. ABSENCES AND TARDIES. Will be measured separately, however, incidents of tardies for discipline purposes will be administered under the same formula as established for absences.

2. PROGRAM FORMULA. A one hundred eighty (180) calendar day period for unexcused absences or tardies in increments of three (3) incidents will apply as the formula with the third (3rd) offense within a one hundred eighty(180) calendar day period triggering the following progressive reprimands:

1st Step: Written Reprimand

2nd Step: Written Reprimand

3rd Step: Joint Counseling with Committeeperson and Superintendent

4th Step: Joint Counseling with Committeepersons and Plant Manager/and or

Employee Relations. MEAP Referral.

5th Step: Discharge

3. ADJUSTMENT. Each level in the reprimand progression will stay on file for eighteen (18) months.

4. PAA DAYS. PAA Days must be used to cover absences, other than those covered by an approved doctor's note, and will be excused unless the day triggers a reprimand, in which case it will be paid but not excused.

EXCUSED DAYS. Excused days must be used to cover absences, other than those covered by an approved doctor's note and will be excused unless the day triggers a reprimand, in which case it will not be excused. PAA/Excused days used to cover the day before or day after a holiday must be prearranged and preapproved. Consideration will be given by seniority on a rotating basis and only when jobs can be covered by available utility or labor pool personnel.

FOUR HOUR ABSENCES. PAA Days and Excused Days can be taken in four (4) hour increments, but must be prearranged and preapproved. Four (4) hour PAA time and excused time cannot be used to avoid reprimands for tardies and absences and can only be used for the first four (4) hours or last four (4) hours of the work day.

Following is the schedule of PAA Days and Excused Days:

Years of Service	Paid Absence Allowance	Excused/Unpaid
Less than 1	0	0
1 but less than 2	0	3
2 but less than 3	2	3
3 but less than 15	3	2
15 or more	5	

5. ACCEPTANCE OF EXCUSES.

(a) **Medical Excuses.** Absences will be excused upon receipt of a doctor's note as long as the documentation contains the following information:

(1) That employee was medically disabled to a degree that renders him/her "unable to work."

(2) Date(s) the employee was seen and unable to work

(3) Medical Diagnosis

(4) Doctor's signature

(b) **Chronic Offender with Doctor's Excuses.** Employees with three (3) doctor's excuses within a ninety (90) day period will be referred to Employee Relations for joint counseling. Following the joint counseling, absences will not automatically be excused by the information required in 5 (a) above.

(c) **Excuses for Incarceration.** Unless convicted, absence for incarceration will be excused upon receipt of proper documentation.

(d) **Unusual Hours and Continuous Overtime.** Tardy excuse consideration will be provided to those affected by subject hours.

6. **EMPLOYEE ASSISTANCE PROGRAM.** Program related activities, including referrals and voluntary participation will be incorporated into the program regardless of the impending discipline situation.

7. **REPRIMANDS.** Reprimands for unsatisfactory attendance or tardies will be imposed by the end of the second (2nd) day the employee is at work after the absence or tardy which results in the reprimand.

8. All employees reporting for work three (3) hours after the start of the shift will be considered absent.

9. The Company reserves the right to revise, or amend this policy.

EXHIBIT B

TEMPORARY CONTRACT PERSONNEL

During the 1996 negotiations, the parties discussed the use of Temporary Personnel. The Company has stated the need to retain such personnel through temporary employment agencies. The Company expressed to the Union a need to be able to maintain a good work flow while recruiting new permanent employees. These Temporary Personnel are not to be used as a liquid workforce to preclude these employees from Union membership and the Company shall not employ these people for temporary or permanent replacement workers in the event a labor dispute arises between the Union and the Company. The Company has agreed to abide by this spirit and intent.

1. Temporary personnel are to be used only while the Company is screening to hire new permanent employees.

2. Temporary contract personnel may not be utilized if any qualified regular employee is on layoff.

3. Temporary personnel may work overtime only after all qualified regular employees on the job assignment have been offered the overtime.

4. The number of temporary personnel in the plant may not exceed 10 percent of the number of active MTTR-ESP employees at any one time.

5. Temporary personnel will not be used to circumvent the Labor Agreement.
6. Temporary personnel are subject to AMG screening procedures before being hired as regular employees.
7. Should temporary personnel become regular employees, their time worked will be applied to reduce their probationary period and their time required to become Union members.
8. Benefits will not be paid retroactively upon becoming a regular employee, but time worked by temporary personnel will be credited toward benefits paid after they become regular employees.
9. Temporary personnel may not be used for time study purposes or to set production standards.
10. The use of temporary personnel will not preclude posting and filling vacancies in SBC's.
11. A temporary person may only be utilized by AMG during one (1) period of no more than thirty (30) days each ninety (90) days.
12. Temporary personnel will perform Entry Level work and be compensated accordingly.
13. Temporary personnel will be released by the Company when there are enough regular employees to fulfill all needs on straight time.
14. There is no intent by the Company to undermine the Union by the use of temporary personnel.
15. AMG will not utilize any temporary personnel during the thirty (30) calendar days prior to the expiration of the Labor Agreement.
16. Skilled Trades are exempt from these Temporary Contract Personnel provisions.

EXHIBIT C ESP GROUP LEADER JOB RESPONSIBILITIES

- Instruct employees in safety rules and regulations and follow up to insure compliance. Meet periodically with the Safety Coordinator and Safety Steward to help resolve safety issues.
- Report attendance to Employee Relations. Not responsible for excusing or unexcusing employees who are absent or tardy.
- Assist in scheduling and equalizing overtime with the Coordinator and appropriate Steward. Assist in maintaining overtime log and keep dual records with Management and Union.
- Assist Coordinator scheduling work activities. Coordinate feedback between departments and/or teams.
- Perform vehicle tracking/in process and turn in production counts and review with Coordinator.
- Helps facilitate team decisions. Does not make final decisions for teams, but gives necessary input in decision making.
- Coordinate loan in/loan out of manpower with Team Resource Leaders to accommodate absenteeism.
- Document downtime and report to Coordinator.
- Coordinate team efforts in meeting quality, productivity, and efficiency goals with Team Coordinators and Team Resource Leaders.
- Must have one (1) year of seniority.
- Rotation on a six (6) month basis. Longer periods if mutually agreed upon.

AM GENERAL CORPORATION

May 13, 1996

Ms. Sheila Radloff
International Representative
UAW Region No. 3
1928 Lincolnway East
Mishawaka, IN 46544

Reference: Christmas Bonus

Dear Ms. Radloff:

The parties have agreed to retain the \$600 Christmas bonus. An employee who works during a calendar year will receive \$11.53 per week for weeks worked.

Bonuses will be prorated, as in the past, based on the number of pay periods in which the employee worked, was on vacation or for weeks lost because of work related plant injury or short term military leave in the prior fifty-two (52) week period. Non-worked vacation shutdown periods will be treated as weeks of vacation for the purpose of all bonus related calculations.

Those retiring will be paid for weeks eligible until the time of retirement.

Weeks not credited are those not worked because of lay-off, personal sick leave, and personal and educational leave.

The bonus check will be paid in the next to last pay period before the Christmas Holiday.

Sincerely,
AM General Corporation
J. A. Armour
President

JAA/kjk

cc: J. Bryant
A. Fritz
C. Kaser
D. Taber
J. Varga

Confirmed: _____
S. Radloff, International Representative, Region 3

AM GENERAL CORPORATION

May 13, 1996

Ms. Sheila Radloff
International Representative
UAW Region No. 3
1928 Lincolnway East
Mishawaka, IN 46544

Reference: MTTR-ESP Operations

Dear Ms. Radloff:

During the 1996 MTTR-ESP Negotiations with UAW Local No. 5 (AM General Unit), the parties entered into an agreement in an effort to secure the MTTR-ESP Contract by negotiating and agreeing to certain cost containment strategies.

It has been agreed to by the parties that work other than MTTR-ESP work will not be placed in the MTTR-ESP facility without the prior agreement of the parties.

Sincerely,
AM General Corporation
J. A. Armour
President

JAA/ljk

cc: J. Bryant
A. Fritz
C. Kaser
D. Taber
J. Varga

Confirmed: _____
S. Radloff, International Representative, Region 3

AM GENERAL CORPORATION

May 13, 1996

Ms. Sheila Radloff
International Representative
UAW Region No. 3
1928 Lincolnway East
Mishawaka, IN 46544

Reference: Team Concept

Dear Ms. Radloff:

During the 1996 MTTR-ESP Plant Negotiations, the Parties agreed on the desirability of the Team Concept.

It was agreed that both Parties are willing to discuss this subject at a propitious time.

Sincerely,
AM General Corporation
J. A. Armour
President

JAA/ljk

cc: J. Bryant
A. Fritz
C. Kaser
D. Taber
J. Varga

Confirmed: _____
S. Radloff, International Representative, Region 3

AM GENERAL CORPORATION

May 13, 1996

Ms. Sheila Radloff
International Representative
UAW Region No. 3
1928 Lincolnway East
Mishawaka, IN 46544

Reference: Training Programs

Dear Ms. Radloff:

During the 1996 Contract Negotiations, the parties discussed the need for certain training programs.

Although the parties agreed, in principle, that these programs were desirable, sufficient time was not available for the resolution of all details, such as length and nature of training, duration and seniority of employees availing themselves of such OTT, supplemented by such classroom instructions as may be necessary.

Therefore, the parties have agreed to the establishment of a Joint Training Committee to consist of such members as the Company and the Union deem necessary to establish worthwhile training programs, as indicated above. These programs will include computer and other training programs which have developed as the result of the advancement of technology. This computer training will include computer assignments, statistical process control, and on the job training where appropriate as established by the joint committee.

The joint committee shall have the full authority to establish the necessary procedures and administrative guidance for such programs.

Sincerely,
AM General Corporation
J. A. Armour
President

JAA/kjk

cc: J. Bryant
A. Fritz
C. Kaser
D. Taber
J. Varga

Confirmed: _____
S. Radloff, International Representative, Region 3

AM GENERAL CORPORATION

May 13, 1996

Ms. Sheila Radloff
International Representative
UAW Region No. 3
1928 Lincolnway East
Mishawaka, IN 46544

Reference: Local Deliveries

Dear Ms. Radloff:

AM General employees will be utilized to pick up and deliver miscellaneous material where AM General Corporation is responsible for the local cartage from our vendors to the plant, or movement of material between AM General facilities within the local area. Where vendors are responsible for delivery, the Company has no control over delivery services.

Sincerely,
AM General Corporation
J. A. Armour
President

JAA/kjk

cc: J. Bryant
A. Fritz
C. Kaser
D. Taber
J. Varga

Confirmed: _____
S. Radloff, International Representative, Region 3

AM GENERAL CORPORATION

May 13, 1996

Ms. Sheila Radloff
International Representative
UAW Region No. 3
1928 Lincolnway East
Mishawaka, IN 46544

Reference: Timekeeping/Payroll

Dear Ms. Radloff:

During the 1996 Contract Negotiations, the matters of shortages and pay docking were discussed. In an effort to resolve these matters, the following steps have been taken:

- 1) Any employee ringing to the time and attendance system will appear as having worked. Discrepancies between the time and attendance system and crew sheets must be resolved with the Supervisor and Timekeeper, except that it will be the responsibility of the employee to substantiate to his Supervisor his actual time worked if the employee did not punch.
- 2) Deduction for lateness will occur after an employee is seven (7) or more minutes late. The Supervisor is responsible for maintaining the attendance records and employees who are consistently late will be subject to the Attendance Policy. The Supervisor has the right to excuse employees for lateness.
- 3) If an error results in a shortage of eight (8) or more hours pay and such shortage is reported prior to 12:00 noon, a make up check will be issued to the employee by the end of the shift on that day with the exception of employees on an early shift, whereby shortage checks will be made available no later than 2:00 p.m. If the shortage is reported after 12:00 noon, the make up check will be issued on the following workday (Monday). Shortages of less than eight (8) hours will be made up on the following workday (Monday).

AM GENERAL CORPORATION

- 4) Shortages that are a result of the employee's failure to punch will be made up on the following weeks check, if the employee has proved to the satisfaction of the Supervisor he worked the hours in question.
- 5) Second (2nd) and third (3rd) shift employee paychecks will be issued on the day preceding the last regularly scheduled work day during a holiday week. When a holiday falls on Monday, Tuesday, or Wednesday, employees will receive their paychecks on Thursday. When a holiday falls on Thursday, checks will be issued on Tuesday. When a holiday falls on Friday, checks will be issued on Wednesday.

Sincerely,
AM General Corporation
J. A. Armour
President

JAA/kjk

cc: J. Bryant
A. Fritz
C. Kaser
D. Taber
J. Varga

Confirmed: _____
S. Radloff, International Representative, Region 3

AM GENERAL CORPORATION

May 13, 1996

Ms. Sheila Radloff
International Representative
UAW Region No. 3
1928 Lincolnway East
Mishawaka, IN 46544

Reference: Four Ten Hour Days Schedules

Dear Ms. Radloff:

During the 1996 MTTR-ESP Plant Negotiations, the Parties agreed that they could meet during the term of the Agreement to discuss implementation of four ten hour days schedules.

Implementation would not have to be on a Bargaining Unit wide basis.

Sincerely,
AM General Corporation
J. A. Armour
President

JAA/kjk

cc: J. Bryant
A. Fritz
C. Kaser
D. Taber
J. Varga

Confirmed: _____
S. Radloff, International Representative, Region 3

AM GENERAL CORPORATION

May 13, 1996

Ms. Sheila Radloff
International Representative
UAW Region No. 3
1928 Lincolnway East
Mishawaka, IN 46544

BLS

Reference: Employees Working During the Shutdown Period

Dear Ms. Radloff:

During the 1996 MTTR-ESP Negotiations, the Parties discussed the issue of employees working during the vacation shutdown and an understanding was reached on the following issues:

- 1) If it is determined employees are needed to work during a vacation shutdown period, volunteers will be asked and will be offered work for the time they are scheduled. If no work is available for the time they were scheduled, such employees will be entitled to short work week benefits or leveling week benefits for the duration of the scheduled work period, in accordance with the Supplemental Unemployment Benefit Plan.
- 2) The Company will not protest the filing of unemployment compensation benefit claims for employees who are not working during the vacation shutdown period as practiced in the past, however, such employees will not be eligible for Supplemental Unemployment Benefits.

Sincerely,
AM General Corporation
J. A. Armour
President

JAA/ljk

cc: J. Bryant
A. Fritz
C. Kaser
D. Taber
J. Varga

Confirmed: _____
S. Radloff, International Representative, Region 3

AM GENERAL CORPORATION

May 13, 1996

Ms. Sheila Radloff
International Representative
UAW Region No. 3
1928 Lincolnway East
Mishawaka, IN 46544

259

Reference: Additional Holidays and Changed Holidays

Dear Ms. Radloff:

During the 1996 MTTR-ESP Plant Negotiations, the Parties agreed that additional holidays could be mutually agreed to during the term of the Agreement and could be financed with COLA diversions. The total number of holidays cannot exceed those in the Mishawaka-SPLO Agreement. There can be a year to year evaluation of this matter. Either Party must give the other Party at least one hundred and eighty (180) days notice prior to any desired additional holiday so as to allow ample time for discussions and planning.

With mutual agreement the parties may change the date on which a holiday is to be celebrated. The party desiring the change must give at least one hundred and eighty (180) days notice prior to the earlier of the normal date of the holiday or the desired re-scheduled date.

Sincerely,
AM General Corporation
J. A. Armour,
President

JAA/kjk

cc: J. Bryant
A. Fritz
C. Kaser
D. Taber
J. Varga

Confirmed: _____
S. Radloff, International Representative, Region 3

AM GENERAL CORPORATION

May 13, 1996

Ms. Sheila Radloff
International Representative
UAW Region No. 3
1928 Lincolnway East
Mishawaka, IN 46544

Reference: Joint Health Care Committee

Dear Ms. Radloff:

The Joint Health Care Committee will continue to jointly develop and manage an effective AM General health care system that serves the best interests of the Company and employees represented by UAW Local No. 5 (AM General Unit).

Efforts to accomplish the goals of maintaining present levels of health care coverage, while eliminating waste in the system and establishing an effective Wellness Program to improve the health of our employees will be ongoing.

In line with this approach, the Joint Committee with the approval of the International Union may, during the term of the Agreement, make changes to the Plan that are agreed would improve the effectiveness of the Health Care Plans.

Sincerely,
AM General Corporation
J. A. Armour
President

JAA/ajk

cc: J. Bryant
A. Fritz
C. Kaser
D. Taber
J. Varga

Confirmed: _____
S. Radloff, International Representative, Region 3

AM GENERAL CORPORATION

May 13, 1996

Ms. Sheila Radloff
International Representative
UAW Region No. 3
1928 Lincolnway East
Mishawaka, IN 46544

Reference: 401(k) Committee

Dear Ms. Radloff:

During the 1996 MTTR-ESP Plant Negotiations, the Parties agreed that a joint 401 (k) Committee would be formed at the MTTR-ESP Plant to educate, advise and assist employees in realizing the advantage of 401 (k) plans.

Two (2) full time Representatives from the Bargaining Committee of the Local 5 AM General Unit will join with Management on this committee.

Sincerely,
AM General Corporation
J. A. Armour
President

JAA/kjk

cc: J. Bryant
A. Fritz
C. Kaser
D. Taber
J. Varga

Confirmed: _____
S. Radloff, International Representative, Region 3

AM GENERAL CORPORATION

May 13, 1996

Ms. Sheila Radloff
International Representative
UAW Region No. 3
1928 Lincolnway East
Mishawaka, IN 46544

Reference: Paycheck Stubs/Severance Statements

Dear Ms. Radloff:

Paychecks will be enclosed in envelopes to insure confidentiality.

Annual Severance Statements issued to employees will be made available to the employees by the second (2nd) week of March.

Sincerely,
AM General Corporation
J. A. Armour
President

JAA/ljk

cc: J. Bryant
A. Fritz
C. Kaser
D. Taber
J. Varga

Confirmed: S. Radloff, International Representative, Region 3

AM GENERAL CORPORATION

May 13, 1996

Ms. Sheila Radloff
International Representative
UAW Region No. 3
1928 Lincolnway East
Mishawaka, IN 46544

Reference: Drug/Alcohol Free Workplace Program

Dear Ms. Radloff:

In an effort to achieve the objective of establishing and maintaining a safe and productive work environment and a drug/alcohol free workplace, the Company has developed a drug/alcohol testing program with the intent of hiring, recalling, or retaining only those people who do not use illegal drugs or other controlled substances unless properly prescribed for them by their physician. The drug/alcohol testing program will be monitored by a joint Company/Union Committee to identify and address potential abuses and to develop procedural guidelines.

For the purpose of this program, the following definitions apply:

- 1) "Illegal Drugs" are all drugs that are not legally obtainable; for example, marijuana, hashish, heroin, cocaine, crystal, PCP, LSD, designer drugs, and others.
- 2) "Controlled Substances" are narcotics, the legal use of which requires a doctor's prescription, such as Demerol, Codeine, and others; such as barbiturates, tranquilizers such as Valium, Librium, and others, including stimulants and amphetamines.
- 3) "Alcohol Abuse" is reporting to work under the influence of alcohol or the consumption of alcohol during the working hours which results in the impairment of performance or behavior.

The testing program will apply to the following individuals:

- 1) All new hires and rehires will be tested as part of the Company's pre-employment review requirements.
- 2) Recalled employees who have been laid-off for more than six (6) months.
- 3) Individuals who demonstrate performance, attitude, or behavior problems indicative of drug/alcohol abuse and who appear to be in an unfit condition. This will constitute a "test for cause."

Testing of recalled employees:

- 1) Recalled employees laid-off for more than six (6) months will be subject to the drug/alcohol testing procedure prior to returning to work from recall. A recalled employee testing positive

AM GENERAL CORPORATION

will not be considered for employment during the thirty (30) day period following the positive drug/alcohol test. During that time, he may seek assistance through the Company/Union Employee Assistance Program. Those employees with remaining entitlement to group insurance coverage will have treatment expenses covered in accordance with the group plan.

- 2) Following the thirty (30) day period, such recalled employees will be tested again.
- 3) Recalled employees who successfully complete the drug/alcohol test following the thirty (30) day period who do not seek assistance through the Company/Union Employee Assistance Program or fail to complete or continue the program will be subject to no more than four (4) unscheduled drug/alcohol tests for a one (1) year period from the date of the second (2nd) test following the thirty (30) day period.
- 4) Any employee who tests positive a second (2nd) time will be terminated.
- 5) Recalled employees who refuse to take a drug/alcohol test or test positive a second (2nd) time will be terminated.
- 6) Employees required by this letter to take a drug/alcohol test and refuse or do not take it within the prescribed time limits, will be terminated.

Testing for cause:

- 1) An employee who reports to work under the influence of alcohol or drugs or who appears to be in an unfit condition during working hours will be subject to testing based on observed behavior or performance.
- 2) Where possible, Management will consult with the appropriate Union Representative or Steward.
- 3) Employees who refuse to be tested will be terminated.
- 4) Employees who test positive will be subject to discipline up to and including discharge. Referrals may be made to the EAP.

General testing guidelines:

- 1) New hires, rehires, recalls, and employees will be informed of the requirements for a medical examination that includes a drug/alcohol test examination. Such individuals will sign an Authorization and Release form granting the Company consent to collect urine, blood, or hair sample to detect the presence of illegal drugs/alcohol and/or controlled substances.

AM GENERAL CORPORATION

Refusal to sign the Authorization and Release form will result in withdrawal of employment consideration.

- 2) New hires and rehires shall be randomly tested up to four (4) times during the first twelve (12) months of active employment.
- 3) All individuals required to submit to a drug test and filling out an Authorization and Release form will list any medications and prescriptions taken within the last thirty (30) days on that form.
- 4) The drug/alcohol test will be done within twenty-four (24) hours of receipt of recall notice, or the same day as notified of a random test.
- 5) The medical facility will report positive test results of recalled employees to Employee Relations who will personally discuss the lab tests with the individual and his Union Committee Representative.
- 6) Test results will be handled as private and confidential information and will not be communicated outside the Company, except as required by contract or law.
- 7) All drug/alcohol tests will be performed by a NIDA certified testing facility.
- 8) As testing technology changes, the Company may implement changed testing methods.

Nothing in this procedure constitutes any waiver of Management's responsibility to maintain discipline or the right to invoke disciplinary action in the case of violations of the Company Rules of Conduct which may result from or be associated with the use of drugs or alcohol abuse. However, the Union may exercise its right to process grievances concerning such matters in accordance with the Collective Bargaining Agreement.

Sincerely,
AM General Corporation
J. A. Armour
President

JAA/ajk

cc: J. Bryant
A. Fritz
C. Kaser
D. Taber
J. Varga

Confirmed:

S. Radloff, International Representative, Region 3

AM GENERAL CORPORATION

May 13, 1996

Ms. Sheila Radloff
International Representative
UAW Region No. 3
1928 Lincolnway East
Mishawaka, IN 46544

Reference: Modified Work Program

Dear Ms. Radloff:

During the 1996 MTTR-ESP Plant Negotiations, the Parties agreed that they will mutually endeavor to establish a Modified Work Program for those employees who have temporary medical work restrictions as a result of a worker's compensation injury.

Sincerely,
AM General Corporation
J. A. Armour
President

JAA/kjk

cc: J. Bryant
A. Fritz
C. Kaser
D. Taber
J. Varga

Confirmed: _____
S. Radloff, International Representative, Region 3

AM GENERAL CORPORATION

May 13, 1996

Ms. Sheila Radloff
International Representative
UAW Region No. 3
1928 Lincolnway East
Mishawaka, IN 46544

Reference: Ergonomics Program

Dear Ms. Radloff:

During the 1996 Negotiations, the Union raised the need for a comprehensive ergonomics program. In the interest of this issue, members of the Company and the Union attended a presentation by the UAW International on the development of a joint ergonomics program. Consistent with this approach, the parties have agreed to establish a jointly developed ergonomics program. Initially, the Company and Union Bargaining Committees will interview and select external resources to support the design of such an effort. We have agreed that the members of the Bargaining Committees and others as agreed upon, including medical personnel, production, engineering, and skilled trades, will participate in an initial education and training program.

Within ninety days, the parties will select a pilot project and consider outside support from such organizations as the University of Michigan's School of Public Health and the UAW International's Health and Safety Department. The parties will develop resources and provide education and oversight support through the joint health and safety committee and will monitor the outcomes and results of the project. It will be the intent of this pilot project to serve as a model to apply ergonomic principles to the work environment that can lead to reduced injuries, improved quality and greater productivity. This will be accomplished by identifying and evaluating troubled jobs, analyzing job injury activity through medical and worker compensation records and creating an emphasis on training and education.

AM GENERAL CORPORATION

Our objective for this program is to protect the safety and health of our employees to the greatest extent possible and provide for an effective and efficient operation of the Company.

Sincerely,
AM General Corporation
J. A. Armour
President

JAA/gjk

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Confirmed: _____
S. Radloff, International Representative, Region 3

AM GENERAL CORPORATION

May 13, 1996

Ms. Sheila Radloff
International Representative
UAW Region No. 3
1928 Lincolnway East
Mishawaka, IN 46544

Reference: Unauthorized Driving of Fork Lifts

Dear Ms. Radloff:

Only authorized, trained, and licensed hourly employees will be allowed to drive or deliver material to its proper location. In addition, regardless of classification, no one is authorized to drive forklifts for personal transportation. Personal injury may result and the Company is exposed to monetary liability through the State Worker's Compensation Law as well as possible negligence claims. This letter will serve as written notice. Any infractions will be subject to the disciplinary procedure.

Sincerely,
AM General Corporation
J. A. Armour
President

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AM GENERAL CORPORATION

May 13, 1996

Ms. Sheila Radloff
International Representative
UAW Region No. 3
1928 Lincolnway East
Mishawaka, IN 46544

Reference: Scheduling Therapy

Dear Ms. Radloff:

During the 1996 Negotiations, the parties discussed the inconvenience and disruption of an employee's work schedule caused by doctor's appointments and/or therapy sessions due to a work related illness or injury. It was agreed that employees who are required to seek treatment or therapy for a work related illness or injury outside of their scheduled shift of work will be compensated for one (1) hour at their straight time rate of pay for each appointment up to twelve (12) visits per injury.

It is further understood that it is the sole responsibility of the employee to schedule their treatment or therapy and in no case will the Company or any of its contracted agents or salaried personnel have any involvement whatsoever with the scheduling of that treatment.

If in the event the Company can show just cause to contact the nurse or doctor concerning an employee's illness or injury, they first must notify the respective committee person in advance.

Sincerely,
AM General Corporation
J. A. Armour
President

JAA/ljk

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J. Varga

Confirmed: S. Radloff, International Representative, Region 3

AM GENERAL CORPORATION

May 13, 1996

Ms. Sheila Radloff
International Representative
UAW Region No. 3
1928 Lincolnway East
Mishawaka, IN 46544

Reference: Parking Lot Security

Dear Ms. Radloff:

During the 1996 Contract Negotiations, the Union expressed concern for personal vehicle protection while parked in the Company lots. It is understood that damage to employee vehicles while on Company property is not a liability of the Company. However, in an effort to improve protection of employee vehicles, security personnel will patrol subject parking lots on an appropriate basis when vehicles are present.

Sincerely,
AM General Corporation
J. A. Armour
President

JAA/ljk

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Confirmed: _____
S. Radloff, International Representative, Region 3

AM GENERAL CORPORATION

May 13, 1996

Ms. Sheila Radloff
International Representative
UAW Region No. 3
1928 Lincolnway East
Mishawaka, IN 46544

Reference: Outsourcing

Dear Ms. Radloff:

This will confirm our understandings reached during our 1996 MTTR-ESP Plant negotiations regarding outsourcing. As a general proposition, it is the Company's intention to minimize outsourcing. When outsourcing is justified on a best value basis, the Company will provide the Union as much advance notice as is practical under the circumstances of contemplated decisions to outsource work that members of the bargaining unit have performed. In addition, the Company will provide the Union with the justification for the proposed outsourcing, and provide the Union with an opportunity to demonstrate that members of the bargaining unit can perform the work in question in such a fashion as to be competitive with the best value justification for the proposed outsourcing.

In those situations where special circumstances, such as inability to meet production requirements because of machine failure, or when full utilization of machinery and employees is insufficient to meet production requirements, the Company will notify the Union of any outsourcing promptly and will work with the Union to develop a plan for reducing or eliminating the outsourcing, including, but not limited to, devising a plan for returning outsourced work to the bargaining unit when the special circumstances have ceased to exist.

Sincerely,
AM General Corporation
J. A. Armour
President

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S. Radloff, International Representative, Region 3

AM GENERAL CORPORATION

May 13, 1996

Ms. Sheila Radloff
International Representative
UAW Region No. 3
1928 Lincolnway East
Mishawaka, IN 46544

Reference: Matching Hours of Contracted Skilled Trades Services

Dear Ms. Radloff:

During the 1996 MTTR-ESP Negotiations, the issue of contracting Skilled Trades services was discussed. It has been agreed that we will offer matching overtime for unscheduled work routinely performed by MTTR-ESP Skilled Trades personnel which, due to extenuating circumstances, could not have been performed by MTTR-ESP tradesmen. Such overtime will be offered on an hour for hour basis to equivalent qualified MTTR-ESP tradesmen.

However, emergency situations will arise which require services not routinely performed by MTTR-ESP Skilled Tradesmen. Overtime will not be offered to MTTR-ESP Skilled Tradesmen for these infrequent occurrences.

Sincerely,
AM General Corporation
J. A. Armour
President

JAA/kjk

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J. Varga

Confirmed: _____
S. Radloff, International Representative, Region 3

AM GENERAL CORPORATION

May 13, 1996

**Ms. Sheila Radloff
International Representative
UAW Region No. 3
1928 Lincolnway East
Mishawaka, IN 46544**

Reference: MTTR-ESP Performance Bonus

Dear Ms. Radloff:

During the 1996 MTTR-ESP Negotiations, the subject of Performance Bonus was discussed. As was expressed, Management is strongly committed to providing additional earnings opportunities to employees through this concept.

The Performance Bonus, in place at the HUMMER-SPLO and ESP facilities, will remain in place with a joint Labor/Management Committee establishing the goals and measuring performance against them to assure maximum pay-out opportunity for our employees. These goals may change subject to the governance of the joint committee.

**Sincerely,
AM General Corporation
J. A. Armour
President**

JAA/sjc

**cc: J. Bryant
A. Fritz
C. Kaser
D. Taber
J. Varga**

**Confirmed: _____
S. Radloff, International Representative, Region 3**

AM GENERAL CORPORATION

May 13, 1996

Ms. Sheila Radloff
International Representative
UAW Region No. 3
1928 Lincolnway East
Mishawaka, IN 46544

Reference: MTTR-ESP Stability Bonus

Dear Ms. Radloff:

During the 1996 MTTR-ESP Negotiations, the subject of Stability Bonus was discussed.

The parties agree to adopt such a bonus when the MTTR program is staffed. It is advocated that a bonus be offered to personnel who remain in their position for an extended period (e.g. 2 years) and that said bonus be considerably less than the benefit of being upgraded to Advanced, Utility or Labor Pool increased remuneration.

Sincerely,
AM General Corporation
J. A. Armour
President

JAA/sjc

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Confirmed: _____
S. Radloff, International Representative, Region 3

EARLY RETIREMENT WINDOW OPTIONS

The following two (2) early retirement window options will be made available to eligible employees:

Who is eligible?	(1) <u>Retirement Window One</u> Must be age 58 or older on 1/1/96 and eligible for immediate retirement before 1/1/98.
How many qualify?	93
What is the benefit?	<p>A choice between two options:</p> <ul style="list-style-type: none">• An unreduced immediate benefit plus <u>two additional years of credited service</u>. <p>Example: Age 58 employee with 28 years will retire with 30 years at \$1,600/mo. until age 62 (28 + 2 years x \$30 supplemented two years early to \$1,600). After age 62 will receive lifetime benefit of \$900 per month (30 years x \$30).</p> <p>Example: Age 61 employee with 15 years will retire with 17 years at \$510/mo. (15 + 2 years x \$30) - an additional lifetime benefit of \$60 per month.</p> <ul style="list-style-type: none">• An unreduced immediate benefit plus <u>\$500 additional benefit per month until age 62</u>. The additional \$500/mo. benefit will be available for a minimum of one (1) year even for those who reach age 62 less than one (1) year from the date the benefit starts. <p>Example: Age 58 employee with 30 years will retire at \$2,100/mo. until age 62 (30 years x \$30 supplemented to \$1,600 + \$500 per month). After age 62 will receive \$900 per month (30 years x \$30).</p> <p>Example: Age 62 employee with 12 years will retire at \$860/mo. (12 years x \$30 + \$500). After twelve (12) months will receive a lifetime benefit of \$360 per month, (12 years x \$30).</p>
When is sign up?	Must sign up between 6/1/96 and 11/30/96.
When is retirement effective?	Must retire between 6/1/96 and 12/1/96.

EARLY RETIREMENT WINDOW OPTIONS

Who is eligible?	(1) <u>Retirement Window Two</u> Must be age 55 or older with 30 years of pension credit on or before 11/30/96 and not part of Window One.
How many qualify?	33
What is the benefit?	<p>A choice between two options:</p> <ul style="list-style-type: none">• An unreduced immediate benefit plus <u>two additional years of credited service</u>. <p>Example: Age 56 employee with 30 years will retire with 32 years at \$1,600/mo. until age 62 (30 + 2 years x \$30 supplemented to \$1,600). After age 62 will receive lifetime benefit of \$960 per month (32 years x \$30).</p> <ul style="list-style-type: none">• An unreduced immediate benefit plus an <u>additional \$500/mo. until age 62</u>. The additional \$500/mo. benefit will be available for a minimum of one (1) year even for those who reach age 62 less than one (1) year from the date the benefit starts. <p>Example: Age 56 employee with 30 years will retire at \$2,100/mo. until age 62 (30 years x \$30 supplemented to \$1,600 + \$500). After age 62 will receive a lifetime benefit of \$900/mo. (30 years x \$30).</p>
When is sign up?	Must sign up between 6/1/96 and 11/30/96.
When is retirement effective?	Must retire on 12/1/96 only.

1996
(Holidays are Underlined>)

January						
S	M	T	W	T	F	S
	<u>1</u>	2	3	4	5	6
7	8	9	10	11	12	13
14	<u>15</u>	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

July						
S	M	T	W	T	F	S
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14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

February						
S	M	T	W	T	F	S
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11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		

August						
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				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

March						
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3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

September						
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April						
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28	29	30				

October						
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27	28	29	30	31		

May						
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19	20	21	22	23	24	25
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November						
S	M	T	W	T	F	S
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3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	<u>28</u>	<u>29</u>	30

June						
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December						
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1997
(Holidays are Underlined)

January							July						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
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12	13	14	15	16	17	18	13	14	15	16	17	18	19
19	<u>20</u>	21	22	23	24	25	20	21	22	23	24	25	26
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February							August						
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9	10	11	12	13	14	15	10	11	12	13	14	15	16
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							31						
March							September						
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9	10	11	12	13	14	15	14	15	16	17	18	19	20
16	17	18	19	20	21	22	21	22	23	24	25	26	27
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April							October						
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13	14	15	16	17	18	19	12	13	14	15	16	17	18
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May							November						
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18	19	20	21	22	23	24	16	17	18	19	20	21	22
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June							December						
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15	16	17	18	19	20	21	14	15	16	17	18	19	20
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1998
(Holidays are Underlined)

January						
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April						
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May						
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July						
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September						
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October						
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November						
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December						
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26	27	28	29	30	<u>31</u>	

1998
(Holidays are Underlined)

January							July						
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10	11	12	13	14	15	16	11	12	13	14	15	16	17
17	<u>18</u>	19	20	21	22	23	18	19	20	21	22	23	24
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31													
February							August						
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14	15	16	17	18	19	20	15	16	17	18	19	20	21
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28							29	30	31				
March							September						
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14	15	16	17	18	19	20	12	13	14	15	16	17	18
21	22	23	24	25	26	27	19	20	21	22	23	24	25
28	29	30	31				26	27	28	29	30		
April							October						
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11	12	13	14	15	16	17	10	11	12	13	14	15	16
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May							November						
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9	10	11	12	13	14	15	14	15	16	17	18	19	20
16	17	18	19	20	21	22	21	22	23	24	<u>25</u>	<u>26</u>	27
23	24	25	26	27	28	29	28	29	30				
30	<u>31</u>												
June							December						
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13	14	15	16	17	18	19	12	13	14	15	16	17	18
20	21	22	23	24	25	26	19	20	21	22	23	<u>24</u>	<u>25</u>
27	28	29	30				26	27	28	29	30	<u>31</u>	

2000
(Holidays are Underlined)

January						
S	M	T	W	T	F	S
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February						
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March						
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April						
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2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	<u>21</u>	22
23	<u>24</u>	25	26	27	28	29
30						

May						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	<u>29</u>	30	31			

June						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

July						
S	M	T	W	T	F	S
						1
2	3	<u>4</u>	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

August						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

September						
S	M	T	W	T	F	S
					1	2
3	<u>4</u>	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

October						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

November						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	<u>23</u>	<u>24</u>	25
26	27	28	29	30		

December						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
<u>24</u>	<u>25</u>	26	27	28	29	30
31						

2001
(Holidays are Underlined)

January						
S	M	T	W	T	F	S
	<u>1</u>	2	3	4	5	6
7	8	9	10	11	12	13
14	<u>15</u>	16	17	18	19	20
21	<u>22</u>	23	24	25	26	27
28	29	30	31			

July						
S	M	T	W	T	F	S
1	2	3	<u>4</u>	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

February						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28			

August						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

March						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

September						
S	M	T	W	T	F	S
						1
2	<u>3</u>	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

April						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	<u>13</u>	14
15	<u>16</u>	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

October						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

May						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	<u>28</u>	29	30	31		

November						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	<u>22</u>	<u>23</u>	24
25	26	27	28	29	30	

June						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

December						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	<u>24</u>	<u>25</u>	26	27	28	29
30	<u>31</u>					

2002
(Holidays are Underlined)

January						
S	M	T	W	T	F	S
		<u>1</u>	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	<u>21</u>	22	23	24	25	26
27	28	29	30	31		

July						
S	M	T	W	T	F	S
	1	2	3	<u>4</u>	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

February						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28		

August						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

March						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	<u>29</u>	30
31						

September						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

April						
S	M	T	W	T	F	S
	<u>1</u>	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

October						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

May						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	<u>27</u>	28	29	30	31	

November						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	<u>28</u>	<u>29</u>	30

June						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

December						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	<u>24</u>	<u>25</u>	26	27	28
29	30	<u>31</u>				

2003
(Holidays are Underlined)

January							July						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
			<u>1</u>	2	3	4			1	2	3	<u>4</u>	5
5	6	7	8	9	10	11	6	7	8	9	10	11	12
12	13	14	15	16	17	18	13	14	15	16	17	18	19
19	<u>20</u>	21	22	23	24	25	20	21	22	23	24	25	26
26	27	28	29	30	31		27	28	29	30	31		
February							August						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
						1						1	2
2	3	4	5	6	7	8	3	4	5	6	7	8	9
9	10	11	12	13	14	15	10	11	12	13	14	15	16
16	17	18	19	20	21	22	17	18	19	20	21	22	23
23	24	25	26	27	28		24	25	26	27	28	29	30
							31						
March							September						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
						1		<u>1</u>	2	3	4	5	6
2	3	4	5	6	7	8	7	8	9	10	11	12	13
9	10	11	12	13	14	15	14	15	16	17	18	19	20
16	17	18	19	20	21	22	21	22	23	24	25	26	27
23	24	25	26	27	28	29	28	29	30				
30	31												
April							October						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
			1	2	3	4	5			1	2	3	4
6	7	8	9	10	11	12	5	6	7	8	9	10	11
13	14	15	16	17	<u>18</u>	19	12	13	14	15	16	17	18
20	<u>21</u>	22	23	24	25	26	19	20	21	22	23	24	25
27	28	29	30				26	27	28	29	30	31	
May							November						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
				1	2	3							1
4	5	6	7	8	9	10	2	3	4	5	6	7	8
11	12	13	14	15	16	17	9	10	11	12	13	14	15
18	19	20	21	22	23	24	16	17	18	19	20	21	22
25	<u>26</u>	27	28	29	30	31	23	24	25	26	<u>27</u>	<u>28</u>	29
							30						
June							December						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
1	2	3	4	5	6	7		1	2	3	4	5	6
8	9	10	11	12	13	14	7	8	9	10	11	12	13
15	16	17	18	19	20	21	14	15	16	17	18	19	20
22	23	24	25	26	27	28	21	22	23	<u>24</u>	<u>25</u>	26	27
29	30						28	29	30	<u>31</u>			

2004
(Holidays are Underlined)

January						
S	M	T	W	T	F	S
				<u>1</u>	<u>2</u>	<u>3</u>
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	<u>19</u>	20	21	22	23	24
25	26	27	28	29	30	31

February						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29						

March						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

April						
S	M	T	W	T	F	S
				<u>1</u>	<u>2</u>	<u>3</u>
4	5	6	7	8	9	10
11	<u>12</u>	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

May						
S	M	T	W	T	F	S
						<u>1</u>
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	<u>31</u>					

June						
S	M	T	W	T	F	S
		<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

July						
S	M	T	W	T	F	S
				<u>1</u>	<u>2</u>	<u>3</u>
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

August						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

September						
S	M	T	W	T	F	S
			<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>
5	<u>6</u>	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

October						
S	M	T	W	T	F	S
					<u>1</u>	<u>2</u>
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

November						
S	M	T	W	T	F	S
	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	<u>25</u>	<u>26</u>	27
28	29	30				

December						
S	M	T	W	T	F	S
			<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	<u>24</u>	<u>25</u>
26	27	28	29	30	<u>31</u>	

2005
(Holidays are Underlined)

January						
S	M	T	W	T	F	S
						<u>1</u>
2	3	4	5	6	7	8
9	<u>10</u>	11	12	13	14	15
16	<u>17</u>	18	19	20	21	22
23	<u>24</u>	25	26	27	28	29
30	31					

February						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28					

March						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	<u>25</u>	26
27	<u>28</u>	29	30	31		

April						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

May						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	<u>30</u>	31				

June						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

July						
S	M	T	W	T	F	S
					1	2
3	<u>4</u>	5	6	7	8	9
10	<u>11</u>	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

August						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

September						
S	M	T	W	T	F	S
				1	2	3
4	<u>5</u>	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

October						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

November						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	<u>24</u>	<u>25</u>	26
27	28	29	30	31		

December						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	<u>24</u>
<u>25</u>	26	27	28	29	30	<u>31</u>

NOTES

NOTES

FROM

AM General Corporation

**105 North Niles Avenue • Post Office Box 7025
South Bend, Indiana 46634-7025**

TO

Ms. Fehmida Fleemi
U. S. Department of Labor
2 Massachusetts Avenue N. E., Room 4175
Washington, DC 20212

